THE

NOTE BOOK

OF

JUDICIAL MAXIMS.

COMPILED BY

EDWARD DE LAUTOUR, C. S.

VOL. IV.

RIGHT OF TRANSLATION RESERVED.

CALCUTTA:
THACKER, SPINK AND CO.
1861.

347
D341

PRINTED BY C. B. LEWIS, BAPTIST MISSION PRESS.

3676

ERRATA.

Page.	*Question.*	*For*	*Read*
20	325	was sued	sued.
24	375	for the	with the.
41	623	formally	formerly.
56	841	munuments	muniments.
56	862	vir	viæ.
59	876	duration life	duration of life.
58	883	eatablished	established.
62	960	against	against it.
68	1078	against	a suit.
74	1165	from	for.
81	1238	but	that.
83	1267	Roscovo	Roscoe.
95	1429	Incumbrances	Incumbrancers.
99	1478	lien upon against	lien upon them against
100	1498	as causes	as to causes.
109	1614	engagement	enjoyment.
111	1632	meme	Menu.
118	1717	the amount	The amount.
118	1717	will reference	with reference.
118	1721	in special	In special.
135	1928	per residence	non-residence.
142	2045	intentien	intention.
144	2073	what	which.
153	2188	subsequently	antecedently.
167	2348	by	the
173	2427	affixed	affirmed.
185	2566	on a plea	on a par.

THE NOTE BOOK

OF

JUDICIAL MAXIMS.

NOTES OF INTERROGATION.

CHAPTER I.

1. What are actionable wrongs?
2. How do wrongs originate?
3. How does Broome define jus and injuria? Broome's Leg. Maxims.
4. Are there any exceptions to the rule, lex semper dabit remediam?
5. What rights are alone recognized?
6. What is the effect of mere novelty of wrong on the action for damages?
7. How may actions, otherwise good, be defeated?
8. What is an estoppel? By record, p. 271. Broome's Commentaries. By Deed, 287, 288, 291, idem.
9. What is "the doctrine of estoppel?" 295, idem.
10. What are the principal Laws of Limitation and the Periods?
11. Under what principle are private rights secondary to those of the Public?
12. What classes of cases are there in which compensation is not given, where private property is sacrificed to the public good?
13. Explain the terms damnum and injuria relatively? Broome's Commentaries, p. 93.
14. To what cases does this maxim apply?
15. What is indemnity?
16. In what cases may damage be too remote?
17. What is a tort? Broome's Commentaries, p. 658.

18. On what is a right of action founded? Give the three rules.
19. Is it necessary that actual damage should invariably be proved?
20. What are ex delictu actions, and what are the three essential points which must be established in them?
21. State briefly the purport of the preamble of Reg. III. 1793?
22. Explain the meaning of salus populi? Broome's Legal Maxims, p. 1.
23. What is malus usus?
24. What customs have ordinarily the force and effect of law?
25. Will laches in the assertion of a right in the Revenue Courts, shut out a party from his remedy in the Civil Court?
26. Will an action lie on the part of a prosecutor in the Criminal Courts, for damages as compensation for injuries received, against the same defendants?
37. Will it be extra vires, for a judge, to annul a sale and eject an auction purchaser summarily in favour of a third party?
28. What actions can be instituted by a remainder man?
29. What is the distinction between a party in possession and a remainder man?
30. In what case would an action for an injunction on the part of a remainder man not in possession, be admitted? Johnstone *v.* Hale.
31. What is waste?
32. What are equitable deposits?
33. Will an action lie, where the plaintiff's goods have been sold in execution, under a decree, subsequently reversed?
34. In a joint decree, is it necessary that all the parties cast, should join in the appeal?
35. Are the orders of a Collector disallowing a butwaras, final, so as to exclude the appellants from the Civil Courts?
36. May a cultivator sue his zemindar for a pottah at ascertained rates? State the Law.
37. Will an action for damages lie against a party who preferred an unfounded charge on the criminal side, against the Prosecutor? If so, under what circumstances?
38. Are actions founded on particular personal privileges and customs allowable?
39. Is an action maintainable to set aside a forged instrument, which is known to the plaintiff to exist, but which has not been actually published? Smith's Manual Jurisprudence and Story, 701.

40. Will the principle jus non oritur non damnificato, apply to an action against a vendor to enforce the registration of the vendee's transfer on the collector's mutation register, where the vendee's title has not been denied by the vendor?

41. A native lady, having a cause of action in the Criminal Courts, sued instead, for alleged damage in the Civil Court, is such an action maintainable?

42. In breach of Contract, what general principles govern the amount of damages? Hadley *v.* Baxendale?

43. Upon breach for the sale of shares, what is the proper measure of damages?

44. Where shares have been improperly withheld, after the tender of the money for calls and interest, what is the owner entitled to?

45. What are privileged communications?

46. In what cases can no action for libel or slander, albeit malice in the defaming party be evident, be maintained?

47. A party having taken bad money in exchange for good, will an action lie to recover value, as on an implied contract, where the defendant is not a professed money-changer?

48. With reference to the maxim, parity of information or ignorance, (which makes the contracting parties equal,) how would the case stand?

49. Will an action against a neighbouring proprietor, for damage consequent upon the establishment of an opposition market, on the part of the proprietor of one formerly existing, be admitted? and whether will the maxim sic utere tuo ut alienum non lædes, apply, or qui jure suo utitur neminem lædit?

50. Will an action lie for defamation founded upon mere terms of general abuse? What must be established to support such declaration?

51. A forged document having been registered, the action on the precedent, 29th November, 1853, was dismissed, on what distinction was it decreed in appeal?

52. The plaintiff had sold a talook, which was subsequently sold, and sued to set aside the sale, to which action, his previous bill of sale was pleaded. Was that an estoppel by deed?

53. Government, as auction-purchaser, entered into a lease with the plaintiff's former co-sharers, will his action for participation against the Government, be successful?

54. Owing to the negligence of the owner of a public ferry, the

plaintiff's horse was injured, whilst in charge of the plaintiff's own servants, will his action for damages be successful?

55. In an action for waste, must the defendant be in actual possession?

56. What is equitable waste?

57. State briefly the ruling in the case, Pranputty Conwar?

58. What are injunctions—will one lie against trustees for cutting down ornamental trees?

59. Will a mere acquittal on a criminal charge sustain an action for damages?

60. A party to coerce a tradesman to come to terms, threatened to make a bankrupt of him, will the tradesman's action for defamation lie?

61. To say that a tradesman's cheques were dishonoured, will this sustain such an action?

62. An action for the delivery of a certain deed, was instituted and decreed, upon what grounds was that decree set aside? Would the decree have been more complete, had an alternative of pecuniary damage been incorporated into it?

63. State Lord Eldon's opinion as to the power of Courts of Equity to compel surrender and delivery of void deeds?

64. Where a deed is voidable, in what cases will it be set aside, cancelled or delivered up to the plaintiff? State the three rules?

65. State the general rules as to the surrender of forged instruments? Smith's Manual Jurisprudence, pp. 262 to 265.

66. On what grounds are judicial reports privileged?

67. Are newspaper reports of public meetings privileged? Davison *v.* Duncan, January 23rd, 1857.

68. What important distinction exists between the publication of judicial reports and reports of public meetings?

69. Would the publication of exparte judicial proceedings be protected? Hoare *v.* Silverloch.

70. In what cases is publication on grounds of public policy not privileged?

71. Are exparte reports of criminal cases privileged? Starkie Law of Libel and Slander, pp. 261 to 265.

72. Is there any distinction between verbal and written defamation?

73. What is the general rule as to who should be parties to any suit? Saunders *v.* Saunders, 1 Jurist, 1008.

74. To what extent is an attorney liable for want of due care or professional skill?
75. What is the Mahomedan Law on the subject of property wrongfully appropriated and worked up or altered, so as not to be deliverable to the real owner statu primitivo? Elberling.—Hedaya, Vol. VII. pp. 536, 537.
76. When is the right of the real owner, converted into a right of compensation, in lieu of restoration of the actual article? idem.
77. What is the law as to property in a trade mark? Under what circumstances will the law interfere by injunction in restraint of its use? Collin's Company.
78. Give Mr. Justice Strong's remarks as to damnum absque injuria?
79. In order to sustain an action based on the invasion of a positive right, is it necessary that damage should be actual and perceptible? Broome's Commentaries, p. 92.
80. How is the word injuria defined? Idem, pp. 75, 76.
81. How is the word damnum rendered? Idem.
82. Will breach per se, in contracts, constitute an actionable injuria?
83. Briefly, what is Lord Holt's opinion as to the existence of right and corresponding existence of remedies?
84. Does injury import damage? Idem.
85. Are private remedies limited to private wrongs?
86. May damage be too distant, and bad for remoteness?
87. A banker, having sufficient assets of his customer, refused his check, without any actual damage done to the latter, will his action lie?
88. In breach to deliver goods at a special time, what is the measure of damages?
89. Will anticipated profits be included in them?
90. When a party contracted to re-deliver shares on a certain date, in breach, will the market price at the time of breach, or at the time of trial, regulate the measure of damages?
91. May an action for damages on the civil side and an action for assault on the criminal side proceed pari passu?
92. What, in cases of assault, is the distinction between civil and criminal remedies?
93. State the grounds upon which, the judges (Trevor, Samuells and Money) departed from the precedent? Rajnarayn, appellant, 31st May, 1852.

94. Every person has a right to personal security, will the invasion of that right support an action?
95. Will duress be a good plea in avoidance of a bond or contract?
96. What is duress? Mention the two kinds given in Broome's Commentaries, (p. 614).
97. What is duress per minas? What is positive duress? (Idem).
98. To constitute duress of the latter description, must the personal restraint or imprisonment be illegal?
99. A party, under legal custody, executes bonds or enters into other engagements, after release can he sue to avoid them, on a declaration of duress? [Idem.
100. Will an action lie to recover money paid under illegal duress?
101. What is the measure of damages against the Sheriff, in an action by the creditor, for a negligent escape? Reg. *v.* Sheriff, 14 Jurist, p. 1026.
102. Is an affidavit or deposition privileged? Reever *v.* Shuter, Law Mag. August, 1856.
103. Under what circumstances will nominal damages be given?
104. What are the powers of a zemindar under the nullum tempus law, Section 10, Reg. XIX. 1793?
105. Is the nullum tempus right, one, to actual manual possession?
106. Could an ejectee successfully maintain an action for recovery of such possession, against a nullum tempus zemindar, as per Section 10, Reg. IV. 1840?
107. By Section 4, Regulation IV. 1840, parties dispossessed without authority of law may institute a possessory action in the magistrate's Court, would a nullum tempus ejectment be a complete answer to such an action?
108. Where a zemindar is not hindered or obstructed in the exercise of his rights, and nevertheless sues to do, what the law tells him to do, proprio motu, could jus non oritur be pleaded, by reason of want of damnification?
109. In the sense of indemnity, how was this maxim pleaded by an Insurance Company successfully against the claim upon it, by the executors of William Pitt?
110. What is the present run of decision in such cases? Dalby *v.* India and London Assurance Companies?
111. What are the principal arguments pro or con, as to insurance and whether is it a contract of mere indemnity or what? Jurist, February 10th, 1855, and December 9th, 1854.

112. What damages on breach of contract are ordinarily recoverable Jurist, November 29th, 1856, p. 1123, N. S.
113. Is previous publication any answer to an action for libel?
114. What are the principles on which a decree for specific performance rests?
115. On the revocation of powers to an agent to effect a sale, and a sale subsequently being made independently, has he any claim for commission?
116. In an action by reversioners, to abate a nuisance to the prejudice of the reversion, what must the nature of the injury be?
117. In an action to abate a nuisance, will the diminution of the saleable value, or such damages as may cause the defendant to abate the nuisance, be the correct measure?
118. How are the rights of individuals to institute actions, interfered with by statutory compensations?
119. Are solicitors amenable for crassa negligentia?
120. Where a party takes service at a stated salary for a term, and no express covenants are entered into, is there an implied contract to retain the servant for the whole term, subject to good behaviour? Jurist, May 26th, 1855.
121. What are said to be the three remedies, for a clerk, agent or servant, discarded within the time, apart from misbehaviour? Cutter *v.* Powel, 2 Smith, L. C. 19, 20, note.
122. Where the goods have not been removed from the possession of the plaintiff, will replevin lie?
123. Where a distress is made for an amount in excess of what is admittedly due, what is the tenant's course?

CHAPTER II.

124. What are the reasons, why established rules are set aside with the greatest hesitation? Broome's Legal Maxims, p. 111.
125. With reference to real property, family settlements, &c., are there peculiar objections, for deviating from settled rules? Idem.
126. Under what circumstances will the Courts set aside former Rules of Practice? Idem.
127. What is now settled law as to purchases and purchasers in execution?

128. When may Circular Orders and rules of Court be disregarded? Rajender Chatterjea, appellant.

129. Where a case has been disposed of according to the then current practice, should a new practice be accepted in appeal?

CHAPTER III.

130. Should new laws or practices be applied retrospectively?

131. What, according to Broome, is the natural consequence of departing from rules, the original reason of which was not known? Leg. Maxims, p. 111.

132. In what exceptional cases is departure from established practice admissible?

133. What are the natural consequences of the retrospective application of new rules?

134. What is the purport of Sir Robert Barlow's judgment as to the law of limitations formerly applied to Resumptions and a proposed departure from it?

135. Will a new rule or practice, prior to publication in the interior, overrule a decision according to the practice in force?

136. Where an original construction under a recognised principle was departed from, was that applied retrospectively? Musst. Omrut-ul-zehra Begum, September 30th, 1847.

137. Can rents be enhanced retrospectively by notice under Regulation V. 1812?

138. What is the purport of the judgment in the case Syud Keramut Ali, appellant, 28th August, 1847, in favour of the old construction of the law of limitations?

139. Where a party bonâ fide prosecuted an appeal in ignorance that the former rules had been altered, was ignorance of that fact admitted?

140. Will Courts of Justice readily give retrospective effect to statutes?

CHAPTER IV.

141. Why should the established rule of Court be adhered to, although founded upon no known principle? Broome's Maxims, p. 99.

142. Without the warrant of principle, precedent, or authority, will mere speculative novelties be sanctioned?

143. Was the former practice under which defendants were liable for stamps filed for exhibits, as costs, departed from or adhered to? Ramgutty, appellant, 31st July, 1856.

144. What is the practice as to number of counsel to begin? Collenson *v.* Lester.

145. Is it a rule of law or only a practice, that a jury should not convict on the unsupported testimony of an accomplice? Reg. *v.* Stubbs, 1 Jurist, N. S. p. 1118.

146. What is the practice of Courts, as to witnesses arrested eundo, morando, redeundo? State what this privilege is.

147. Has the practice of the Courts, under which the joint appeal of surviving co-appellants was rejected, on the death of one appellant, he not being subsequently represented, been departed from?

148. Will a declaration of actual purchase at public auction of an estate, lie to recover, as against the ostensible purchaser, claiming title? The case having been dismissed in the lower Courts, what was the result of the plaintiff's appeal? 8th July, 1852, Rambishen Das.

149. Were limitations waived as against certain unexecuted decrees, on the application of the receiver of the Supreme Court? State briefly the judgment in that case. Sandes' Summary appeal, 21st January, 1852.

150. Where an appeal was dismissed, was the appellant exempted from costs?

151. What is the established construction as to the words "Heirs lawfully begotten," creating "estate tail?"

152. What is estate tail or fee tail; tail general; tail special; tail male or female? Chitty, p. 508.

153. Is a witness bound to answer a criminatory question? Whether is the judge or the witness to determine the nature of the question? Are witnesses privileged against answers making them liable for criminal prosecution, or civil actions? Vide Phillip's Law of Evidence, Vol. II. p. 487.

154. What are constructions and their origin? Elberling.

155. What are circular orders, their origin and character? Idem.

156. With reference to their oath, how far are precedents binding upon judges?

157. What is the purport of the decision Dollond and another *v.* Johnson, as to the practice of the Court, giving priority to

creditors according to date of decree, against executors, whilst decrees against testators are satisfied rateably? Vide infra. Maxim Vigilantibus.

CHAPTER V.

158. How are laws enacted or repealed?

159. Give the purport of Broome's remarks as to the repeal, modification or alteration of laws.

160. What are bye-laws? Broome's Legal Maxims, p. 681.

161. Where they are variance with the law itself, of what force are they?

162. What is the purport of the decision on the case Nobokishen Tewary, petitioner, 17th March, 1846?

163. Where a settlement was made by a collector at variance with the Board's orders, what was the issue of a civil suit, Musst. Sorgoo, appellant?

164. The Circular Order, No. 179, allowing time to parties to have their exhibits stamped, being at variance with the law; what was the purport of the decision, 17th December, 1850?

165. The Construction 1024 being opposed to sound principles, how was that set aside? Deverine, petitioner, November 27th, 1857.

166. What is the distinctive rule, where the Court acts erroneously, with jurisdiction and without jurisdiction, as to the liability or otherwise of its officers to an action? Broome's Leg. Max., p. 69.

167. Is it necessary to obey any process of the latter description? Idem.

168. In a Court of limited jurisdiction, what is the rule where the defendant pleads to it? Broome's Legal Maxims, p. 71.

169. If such Court, without pretence of jurisdiction give judgment against such defendant, will an action lie?

170. Will an officer executing a warrant by a magistrate, without jurisdiction, be protected?

171. What must be shewn to support a plea of justification? Idem, p. 73.

172. Every act is said to consist of time, place and circumstance, what is the purport of Pollock, J., judgment in the case of Hughes *v.* Buckland? Idem, p. 75.

173. What are positive limits of jurisdiction whether with reference to persons or things?

174. May jurisdiction be challenged in consequence of over-valuation?

175. Where an appellant was fined for a litigious appeal, was that with jurisdiction?

176. A decree in execution, having been struck off the file for laches, was the revival of it by a principal sudder ameen, proprio motu with or without jurisdiction?

177. A resumption decree was affirmed in appeal to the special commissioner, an action was subsequently instituted in the civil Courts, which interfered in the disposition of the resumed lands. What was the result of the appeal? Government, appellant, 18th May, 1847.

178. Where a deputy collector under Section 5, Regulation IX. 1825, decided a boundary dispute involving title. What was the result of the appeal on the civil side? Collector of Backergunge, appellant, 30th December, 1851. Collector of Moorshedabad, 28th April, 1851.

179. Where a deposition was taken before the chief magistrate of Calcutta, instead of before the judge of the Court of Requests, what was the result?

180. Where a putnée sale was held in a civil Court instead of a collector's, what was the issue of an action to set aside the sale?

181. Will an extra territorium decree against independent Rajahs be valid?

182. Where an action was brought in the wrong zillah and decreed, what was the result in appeal?

183. Where a talookdar was fined by a Collector without jurisdiction, what was the result of an action to recover the amount?

184. Where lands are situated in different districts, what is the rule? Quote Circular and Law.

185. What was the result of an action to enforce a decree of the Nawab Nazim on a bond?

186. Where evidence is taken by a ministerial officer, not sworn as an ameen, will it be valid?

187. An action was entertained for lands situated in three different districts, what was the result of the appeal?

188. Where plaintiff claimed land as situated in one district, and the defendant pleaded that the land belonged to another district;

what was the result of his appeal, on the question of jurisdiction?

189. In an appeal below 5000 Rs., the accounts were submitted to a jury, which awarded 7,412 against the defendant and an extra stamp duty was taken from the plaintiff and judgment entered at that amount, what was the result of the appeal?

190. Where an enquiry was conducted by a nazir instead of by an ameen, what was the result in appeal?

191. Can an arbitrator under Act IV. go beyond the question of possession?

192. Where the sessions Court enforced an award of arbitrators and made the parties pay the money in question, what was the issue of a civil action?

193. What is the rule as to parties deriving benefit from their own tortious acts? Give the maxims?

194. What was the eventual judgment in this case? June 7th, 1856.

195. Where salt, at the time of seizure was, extra fines, was the quantity in excess of the pass material?

196. Where officers of the salt department act without jurisdiction, will their awards be enforced by the civil Courts?

197. In an action on a bond, will jurisdiction be according to the place where the debt was incurred or the residence of the obligor, the one and the other being in different districts. What is the law?

198. Where a judge summarily and beyond the period of appeal, set aside a sale and bill of sale by his predecessor, what was the result?

199. Will jurisdiction be protected under Regulation IX. 1854?

200. Where a trespass was committed and the defendant to the plaintiff's action pleaded justification under the orders of the sessions Court, what was the result of the special appeal, on the subject of jurisdiction and justification? Bamon Das Mookerjea, appellant, 25th July, 1857.

CHAPTER VI.

201. Where a deputy collector paid away money under compulsion of the commissioner's order, what was the result of an action personally?

202. Where a purchaser bought for a less sum than that of the highest bidder, his bid being the next and the collector concluded the sale with him, what was the result of an action against the purchaser and collector who had subsequently left the country? What would have been the probable result had the purchaser pleaded "parere necesse est," simpliciter?

203. Where an action was brought against a police darogah, who under the orders of the magistrate had seized the plaintiff's boat for the transport of troops, and which boat was subsequently lost, what was the result?

204. Where an action was preferred against a witness for damages for defamation arising out of his deposition, what was the result?

CHAPTER VII.

205. What is the meaning of judges amplifying their jurisdiction? Broome's Legal Maxims, p. 56.

206. Give Lord Abinger's construction, as quoted by Broome?

207. May a judge set aside the strict letter of the law in favour of an equitable construction? idem 57.

208. What is the doctrine ex æquo et bono, as to cases of money had and received? idem.

209. How is the maxim boni judices, applied to the construction of statutes? idem 59.

210. State the four things that must be considered in such construction.

211. What is the duty of a judge in a casus omissus? idem.

212. What is discretion, as per Tindal? idem 60.

213. By Act V. 1839, there is no appeal from the orders of a judge in pauper cases. Where an appeal by a party whose action had been disallowed, was preferred, state the result.

214. Where the lower Court referred the plaintiff to a separate action, against a defendant in Court, what was the result of the appeal?

215. State the purport of the argument in the case, Grant, petitioner, 27th January, 1853, and the result.

216. Where a party appeared, pendente lite, setting up an interest in the subject-matter and the Court referred him to a separate action, what was the result of the appeal?

217. Where two distinct estates bore the same name, and one was sold, and the purchaser under cover of the sale took possession of both and where the records of the collector were too defective to enable the exact boundaries to be identified, how was the case adjusted ?

218. Where a decreeholder under the Supreme Court could not obtain possession in ejectment under the process of the Supreme Court, what was the eventual result of his application to the Company's Courts ?

219. Where a plea of set-off was admitted below and struck out in appeal, for a separate action, what was the result of the special appeal ?

220. What was the result of an appeal by the mortgagor founded upon the non-service of personal notice ?

221. The lower Courts held that the collector's orders under Regulation VII. 1822, were final, what was the result of the special appeal ?

222. State the case of Henry Christian, its result in the lower Courts and special appeal ?

223. Where no boundaries were given in the plaint and both parties agreed to postpone the adjustment until execution, and a decree accordingly passed, what was the result of appeal ?

224. What are extraordinary remedies and when only are they admissible ?

225. What is the purport of the decision Muttore Mohun, appellant, 21st August, 1847 ? Can that judgment be supported upon any equitable principles ?

226. Where cases, being decidedly separate, the decisions were conflicting as to title, what was the result of the special appeal ?

227. Where the amount of mesne profits was left over for enquiry in execution, was the derimere lites doctrine applied in appeal ?

228. Where the testatrix's directions to her trustees were bad for remoteness, what was the result of application to the Courts ?

229. Will an injunction issue on breach of contract, irrespectively of damages ?

230. Where the legal effect of a settlement was to make its provisions bad for remoteness, how was it allowed to be impeached by the children and rectified ?

231. On what terms was the plaintiff allowed to amend, after exparte decree ?

232. Where the jurisdiction of the judicial committee was exhausted on the conclusion of appeal from prerogative Court on discovery of a will, subsequently probate was refused, what other remedies were opened out to the petitioners?

233. What are depositions to perpetuate testimony? under what circumstances will applications of this nature be admitted?

CHAPTER VIII.

234. Where an agreement can be impeached for dishonesty, can an action be successfully founded upon it? Broome's Legal Maxims, p. 575.

235. Where a surety of a colorable lessee, sued to enforce a lease, which had been cancelled, what was the result?

236. When the plaintiff sued under a colorable assignment in fraud of creditors, what was the result all through the Courts?

237. What are fraudulent preferences?

238. Will a deed by a debtor in favour of one of several creditors, executed under pressure, be a fraudulent preference voidable at action by other creditors?

239. When the plaintiff admitted that he had entered into collusive arrangements with the defendant in fraud of a third party, what was the result?

240. What is the latest and best interpretation as to the effect of fraud in a contract?

241. What is the option of the party defrauded?

242. When must he make his election?

243. What is the effect of delay in making it?

244. When may a fraudulent contract, become valid, inter partes?

245. What three circumstances must be present to make a contract voidable for fraud?

246. Will a decree obtained by fraud, be voidable for fraud?

247. What is "dolus" in its catholic sense?

248. Can a party, aware of the fraud, entering into a contract with his eyes open, plead fraud, in breach of it?

249. Give the opinions of the different judges in the case of National Exchange Company *v.* Drew?

250. Whether will fraudulent representations by directors bind the entire Company?

251. What was the decision on the case Sinclair *v.* Wilson, where a

trustee had dealt with the promissory notes of the cestque trust and redeemed them with partnership assets, when insolvency of the firm was imminent? Was such act considered a fraudulent preference?

252. Where a sentence of nullity of marriage had been obtained by collusion of the parents, how was that dealt with fifty years subsequently?

253. A creditor obtained a decree and sold it to his wife who was permitted, if she bought the judgment debtor's estate in execution to give per receipt for the purchase money, which was subsequently cancelled, on objections of fraud to defeat creditors, what was the result of the appeal?

254. What three things must combine to constitute fraudulent preference? Bonne *v.* Graham.

255. What was the result of the appeal, Superintendent of Cachar, 24th February, 1847? To which maxim was his conduct applicable?

256. Where a debtor to obtain forbearance executes a mortgage to the creditor exclusive of his stock-in-trade, and carries on his business and eventually becomes bankrupt, will that be a fraudulent preference within the act?

257. The appellant relied upon a will, which he had previously fraudulently suppressed, what was the result?

258. Where a bond to a colorable obligee, a creature of a dewan, was taken under undue influence, what was the result of an action founded upon it?

259. Where directors of a public company omit to do what they ought to do, will they have any advantage out of their own wrong?

260. A trader sold his goods far below their true value, was that a fraudulent transfer?

261. Where a father without due publicity, made an appointment in favor of his son, who was in state of mental and bodily infirmity, and the presumption was that it was for the father's benefit, what was the result of an action to set it aside?

262. Where a company, at the time insolvent, induced parties by fraud and misrepresentations to take shares, were these made liable as contributories?

263. Where in a will in itself rational, by a party who had been previously declared of unsound mind, but who had been pre-

viously tutored before being examined as to his sanity, probate was requested, what was the result?

264. The former proprietor bought his estate at a sale for arrears of revenue, by agent, who mortgaged the same, and subsequently the mortgage foreclosed. The former proprietor sued to set aside the sale on the ground of usury. What was the result of the action?

265. Where the respondent had created a colorable talook, and in an action had to plead the colorable nature of his own acts, what was the result?

266. Why do Courts of Equity refuse to define fraud?

267. Into how many kinds is fraud divided?

268. Will fraud be presumed?

269. What is the first or natural proof in frauds?

270. What are constructive frauds? Smith's Manual Equity Jurisprudence, pp. 48 to 86.

271. Give some of the many instances of them.

272. Where a solicitor purchases from his client what must he establish?

273. Where a father enters into transactions with his son what must he establish?

274. What is a misrepresentation of fact as contradistinguished from a misrepresentation of intention?

275. What is Lord Hardwicke's definition of fraud? p. 16, B. 164, Sidney Smith's Principles of Equity.

276. What is necessary to constitute a fraud by misrepresentation or suggestio falsi? idem.

277. Can a deed be set aside in part for fraud? idem 168.

278. Give the purport of Sir John Romilly's judgment in Hoghton *v.* Hoghton, as to the onus probandi of honesty, in voluntary donations. Idem. pp. 169, 170.

279. Pending a suit, what is the rule as to an attorney receiving any thing from a client beyond his actual demand? Idem.

280. Where a party is proceeding at law upon a fraudulent instrument, will a Court of Equity interfere by injunction?

281. When will such injunctions be granted? When refused?

282. Will equity interfere and decree the delivery up of a bill given for a gambling transaction?

283. Are such bills absolutely void?

284. Where one member of a firm in breach of partnership articles drew a bill, and the holder took it without express representation that it was the bill of the firm, what was the order made in the case?

285. What is the rule as to the interference of Courts of Equity when the illegality of the instrument is apparent on the surface of it—and what, when the illegality is to be gathered from evidence dehors the instrument?

286. What two incidents must exist to justify the interference of a Court of Equity?

287. Under what circumstances, after the payment of a solicitor's bill, will the Court interfere and open it?

288. Where a married woman represented herself as single and mortgaged some of her settlement estate and made appointments subsequently to her children and died, what was the effect of her fraud?

289. The judgment of the House of Lords is final on an appeal. Where the appeal and judgment were fraudulently obtained, how was the case subsequently met?

290. Where parties have common expectations and enter into an agreement to share them, if realized by one or other of them, will such agreement be valid?

291. Where transactions are entered into with heirs' expectant, which if known to the parties from whom the expectations arise, would probably not take effect, what is the general rule, guiding the interference of Courts of Equity?

292. Where bonds and engagements are entered into, binding parties, who have no present estate or property, and whose interests are limited to expectations, will Courts of Equity generally interfere to restrain proceedings at law?

293. What is the rule as to dealings with heirs-expectant? What must the party dealing with them invariably establish?

294. Will limitations protect an unfair transaction of this description?

295. Can acquiescence or confirmation by the heir-expectant, be pleaded in estoppel to the action?

296. If the parent or guardian be cognizant, without opposing the transaction, will that alter the case?

297. Will intoxication and unfair advantage taken under it, void a contract?

298. Will contrivance and management to draw a party into drinking avoid a contract?

299. Where a party, openly entered into a composition with creditors severally, and secretly entered into different arrangements with some of them, prejudicing the equal payment of all, what was the result?

300. Will bonds or securities given in consideration of obtaining public situations be upheld?

301. Or for the exercise of influence to secure a beneficial testamentary disposition for the obligor?

302. Or for objects in themselves fraudulent or opposed to public policy?

303. Where conveyances to give a colorable qualification for parliament have been executed, what is the rule as to the intervention of Courts of Equity?

304. What are the two general propositions deducible from the current of approved decisions as to the intervention of Courts of Equity in restraint of actions at law?

305. Where a colorable partnership had been entered into, so as to secure usurious interest, what was the result?

306. To what extent will Courts of Equity interfere in matters of insurance?

307. Where parties, having actually legal rights, permit them to be varied, for their advantage to the detriment of others, what will the result be? Aston *v.* Aston.

308. Where the true owner allowed a party in possession under an apparent title to give leases, and the lessees laid out money on improvements and he stood quietly by and eventually under a decree obtained possession, was he allowed to evict the tenants?

309. In these cases, will mere laches protect the tenant? or must there be a fraudulent acquiescence?

310. Where a creditor had a fair title against the surety of his obligor, and allowed time to him, without the consent of the surety, was the surety discharged?

311. What is the settled rule in these cases?

312. May a creditor blow hot and cold, as for instance, take his debtor's goods and release them? will such release, without consent of surety, discharge the surety?

313. Can a surety discharge himself by notifying to a creditor that he will be no longer responsible?

314. Where a creditor remains simply passive, to the prejudice of a surety, what should the surety do?

315. Fraud in a contract making it voidable, may the party defrauded disaffirm?

316. In the latter case can the other party set up his own fraud?

317. Where a party has entered into a contract through fraud, and transferred both the property and the possession of a chattel, until disaffirmance, in whom does the property vest?

318. If prior to disaffirmance, the transferree re-transfer to another party for value, will the title of the third party be good as against the party defrauded?

319. Is it too late to disaffirm after the goods have passed into the hands of a third party for value?

320. When should disaffirmance of a fraudulent contract be made?

321. Where goods obtained by fraud were subsequently pawned, could the vendor recover them back without satisfying the pawnbroker's advance?

322. Where the possession alone had been parted with, how would the case stand?

323. Where the property in the goods has been parted with, albeit through fraud, can there be a felonious taking?

324. Where a party went into a shop and pretended that a lady wanted some shawls on inspection, and obtained five, and the same evening pawned two of them, was the offence larceny, and if so, why?

CHAPTER IX.

325. Where a judge had lent money in contravention of the law and was sued to recover it, what was the result of the action?

326. Where a party had made a purchase in the name of a third party in contravention of Section 29, Reg. VII. 1799, and obtained a decree, what was the result of the appeal?

327. Where a party refused to produce a document in the lower Court and wished to offer it in support of his appeal, was time allowed?

328. Where the plaintiffs themselves disturbed the corpus of a certain fund charged with annuities, and in consequence of the re-settlement of the fund, there was a deficiency of interest, was the defendant, the grantor of the annuities, chargeable with the deficient interest?

329. Where the plaintiff claimed an estate, which had been sold for arrears of revenue as purchased by him, through the defendant as his agent, what was the result of the action?

330. A widow having been turned out of her husband's house by the defendant, the next head of the family, sued for maintenance, was the plea that she now resided with her father, held any answer to the action?

331. Is a plea by a tenant in denial of his landlord's title admissible?

332. An action based upon an agreement, which was pronounced a forgery, was upon other grounds decreed, what was the issue of appeal?

333. Where limitations arose against the plaintiff, out of protracted litigation for the principal in his action to recover the interest, was such plea admitted?

334. A party enters into a fraudulent assignment with B. to cheat C. B. subsequently sets up title against him. What will the result be?

335. When the defendants entered into agreements to pay the plaintiff 2000 Rs. provided he withdrew his action, which he did, and defendants defaulted, was the obligation held binding?

336. The vendor, a tenant for life, covenanted to obtain the necessary act of parliament, necessary to his vendee's title, which he did not do, and to an action for specific performance, pleaded that the act had not been obtained, was the plea an answer to the action?

337. Where a bond against several obligors in appeal, was pronounced a forgery, and set aside, what was the result of special appeal as to the other obligors?

338. In an intestacy, the solicitor of the treasury administered, and opposed the next of kin, whose claim was subsequently established, was he allowed to retain his costs out of the assets?

339. To the plaintiff's action for possession, the defendant pleaded his own purchase of the defaulting putnee talook, of which he was formerly putneedar, with reference to Section 9, Regulation VIII. 1819, what was the result of his appeal?

340. What is and what is not maintenance, as applied to suits? Chitty, p. 1138.

341. What acts were formerly considered as constituting maintenance?

342. Give the purport of Buller, judge, remarks in his judgment Master *v.* Miller?

343. What is champerty? give the meaning of the term?

344. A party unable to carry on his action, obtains funds by the sale of part of the estate, say 25 of 100 acres, and for value, will that be champerty?

345. Must remuneration be an element in the offence?

346. Are not the rules and principles of equity in themselves adequate for the protection of society, if champerty and maintenance were altogether discarded?

347. Where a firm in order to conceal unpleasant disclosures affecting its character for honesty, applied for an injunction to restrain their clerk, on the grounds that he was their confidential servant, what was the result?

348. Can there be any privileged confidence, in an iniquitous secret?

349. When will the Court interfere with morals in such cases?

350. Will a security for purchase money, arising out of a transaction, originally illegal, be tainted by it?

351. Are seduction and cohabitation prior to a bond for maintenance, consideration for the same? are they under any circumstances illegal considerations?

352. A bond for maintenance in consideration of hereafter cohabitation, can that be enforced?

353. Where in a bill of sale, the vendor is described as being in a social position far beyond what he actually is, and his creditors generally are deceived by such misdescription, will this invalidate the bill of sale?

354. What is an executor de son tort? vide Chitty, p. 423.

355. Where pending a suit a solicitor took an agreement that his client should pay compound interest on the charge, was that sanctioned?

356. Where a party fails to perform his part of a contract, will his action to benefit by it, be sustained?

357 Where a party advanced funds to carry on a suit, covenanting for a share of the property, if the suit were successful, what was the issue of his action for specific performance?

358. A defaulting proprietor covenanted with an intending purchaser

for a share, which was assented to, was an action to enforce specific performance successful?

359. What are the maxims relating to agreements in derogation of the law?

360. In computing mesne profits in an action for possession of lands, what items only will be admitted in account?

361. What is the doctrine as to forfeiture of a putneedar's estate, in consequence of its being purchased by the defaulter, Calee Das Neogee, appellant?

362. Where some of many joint proprietors, of very limited interest, pendente lite, recanted from their original pleas, and made admissions of plaintiff's title, did these admissions influence the judgment favorably for plaintiff?

363. What was the distinction drawn in appeal, between such admissions and confessions of judgment in personal actions?

364. A party induced to do so by fraudulent and false report made by the directors, which was adopted at the public meeting, took shares, and received dividends, was he, on the subsequent failure of the concern, liable as a contributor?

365. In a contract, in which representation is an element, is the truth of that representation or its materiality the question for the jury?

367. Where a defendant having the necessary information omits to volunteer it, and the plaintiff in administration fails in his suit, will he have its costs?

368. If the defendant being questioned, conceals, misrepresents, or suppresses information, on the subsequent failure of the plaintiff's action, what will be the order as to costs?

369. What is the maxim, distinguishing between silence and concealment?

CHAPTER X.

370. Give Broome's definition of circuitus.

371. Where the title-deeds on either side were forged, was any preference given to those which had been registered?

372. Where a special title, in itself a perfect one, was declared, and

impeached for fraud, and several subsequent muniments of title were put in in support, in themselves unnecessary, if the special title were bonâ fide, were the presumptions favorable to the plaintiff?

373. Where the husband, settled his estate on his wives, who sold them within the year, was the settlement considered bonâ fide, on impeachment in a creditor's action?

374. Where a contract to deliver grain at a rate which was intended to give the obligee usurious interest was entered into, what was the result of the action on the bond?

375. The plaintiff was nonsuited for the usual costs. His defendant indebted in a larger sum, eventually decreed, sold his judgment for costs, so as really to recover them, without having been abated from the plaintiff's decree, what was the result of the plaintiff's application to annul the transaction?

376. When should actions founded upon copyright be instituted?

377. Where an agent on commission mixed up his principal's goods with his own and sold the same and made profits, and during the pendency of an action destroyed his account-books, in taking the account, was he allowed his commission?

378. Where an insolvent trader, sold his business and stock-in-trade on conditions that the purchaser should give him a share in the profits and an annuity to his wife, if she survived him, was the amount good against creditors?

379. What is the rule as to a settlement in delay of creditors?

380. Two trustees of stock improperly sold it, and lent it to the tenant for life; one died; the survivor was repaid the money, re-invested it, and again sold and lent it to the same party, and the fund was lost; was the original fraud cured?

381. A trader obtained adjudication, and to delay creditors, got an execution, was this dealt with as a fraudulent preference or as a fraud voidable? Stevenson.

382. Where parties, victims to a conspiracy, compromised a criminal offence and were convicted upon facts found as above, was judgment postponed sine die?

383. Under a composition deed, the release of the debtor was void for default to pay instalments, a creditor had, by a secret arrangement at the time of default, recovered more than he would have under the deed, was the release absolute against him?

384. Where creditors accepted a composition of ten shillings in the pound, and one took security for the balance, what was the effect as to his debt?

385. A mortgager granted a lease on very favorable terms to the clerk of a banking house, and assigned over the rent to the bankers, his mortgagees; was that void on impeachment, under the usury laws?

386. A bond for a large sum of money was taken by a servant from his master, a drunken and imbecile nawab, and sold for a very inadequate sum, what was the result of an action to set it aside?

387. Where the wife of a judgment-debtor sets up title adversely to the execution-creditor, and claims independant estate, what must the nature of the proofs be?

388. During the pendency of an action against the putneedar, his talook was sold under Reg. VIII. 1819. Being impeached as collusive between himself and his superior title, the former being still in possession, what was the result of the action?

389. What acts by insolvents are absolutely void as against the assignee?

CHAPTER XI.

390. Give the six indicative marks of a fraudulent assignment? Irvyne's case. Broome's Legal Maxims, pp. 216, 217.

391. When may the jus tertii intervene to defeat a bankrupt's claim to recover money paid to a creditor as an inducement to sign his certificate. *Id.* p. 218.

392. Where a bill of sale, by a son to a mother, which was unregistered, was impeached for fraud, what was the issue?

393. Where a deed of gift, which had never been declared in a previous action, was on a subsequent one relied upon for title, what was the result?

394. A deed by a wife, accepting a monthly allowance of Co.'s Rs. 40 in lieu of dower, which had never been published during her lifetime, was impeached for fraud, what was the result?

395. A deed of permission to adopt, which also conferred upon the widow, powers to alienate her husband's estate and which had never been mentioned in petitions of even date, nor when she claimed to succeed to her husband's estates, nor when petitions were given notifying that her servants were fabricating

muniments of title, being impeached for fraud, what was the result?

396. On what grounds was the appeal Anundmoye Chowdraine rejected?

397. To what classes of cases and between what description of parties is there always a presumption of constructive fraud attaching?

398. Of voluntary gifts, what is the rule as to the onus probandi, per Sir J. Romilly? Sidney Smith, Princ. Eq. p. 169.

399. Where the donor was aware of what he was doing, but his donee was in a position to influence the disposition, if the gift was so obtained, would it be recognised?

400. For whose benefit should such influence be exerted?

401. How are purchases of trust property by trustees regarded? Sidney Smith's Princ. Equity, pp. 171, 172.

402. Idem by solicitors from clients pendente lite?

403. How are transactions between guardian and ward regarded? *Id.*

404. When will a gift by a ward to a guardian be more readily set aside? *Id.*

405. Will gifts by widows to clergymen be viewed with suspicion? *Id.*

406. By patients to surgeons? *Id.*

CHAPTER XII.

407. What is the definition, in the words of Ulpian, and their meaning, as to nudum pactum, given by Broome? Max. p. 53.

408. Is an agreement to do or pay any thing, on one side, without any compensation on the other, void? idem.

409. Is a valid and sufficient consideration, the very essence of a contract? *Id.*

410. Give Pothier's words? *Id.*

411. How is consideration defined by Broome 1. Selw. N. P. Ed. 10. 41? *Id.* p. 586.

412. How is consideration defined by Patteson, J. Thomas *v.* Thomas, 2. Q. B. 859? *Id.*

413. There are three ingredients in a contract, 1, the request to the contractee, money from the contractor; 2, the consideration money from the contractee to the contractor; what is the third? Broome's Comment., p. 313.

414. If a man disburse money about the affairs of another party without request, in consideration of which the latter promises to pay him a certain sum, the consideration being completely executed, will that be a good consideration? What is Chancellor Kent's observation on such considerations? Broome's Commentaries, 314.

415. Where an act stated as the consideration, from its nature cannot have been gratuitous, such as money lent, will the request of the lendee be implied? *Id.*

416. Under what five circumstances will a request be implied? *Idem*, p. 322.

417. What will be a sufficient consideration to sustain an action ex contractu? *Id.*

418. What is the meaning of the term privity, as applied to contracts? What is want of privity. *Id.* 323.

419. Consideration, may be past and executed at the time of the promise—or concurrent, or continuing or executory, explain the terms? *Id.*

420. What are the exceptions, in cases of executed consideration, moving from a previous request, where a promise will not be implied? *Id.* 331.

421. Where an account has been stated between parties and a balance ascertained, the law implies a promise to pay on request, would a subsequent promise without consideration to pay on a particular day, be a nudum pactum? If so, explain the rule? *Id.* 332, 333.

422. In an action upon a bond, must the consideration be invariably established, by proof of the receipt of the money?

423. To sustain such an action, must the consideration be pecuniary, if on the transaction inter partes, other good and sufficient consideration appear?

424. Was the case Nitranund Ghose, bad, for failure of either of the three ingredients to a contract, viz. request, consideration and promise?

425. Will a contract under seal, import consideration, according to the practice of the Hon'ble Company's Courts, or must it be proved?

426. Where the plaintiff asserted title in succession to her husband, the recorded proprietor, and the defendants pleaded that such

possession was colorable in fraud of creditors, with their acquiescence, what was the result ?

427. The plaintiff, in consideration of money paid and an annual payment, surrendered possession to the defendant, who defaulted, and set up as an objection that the lands were not alienable in their nature nevertheless retaining possession ; what was the result of the plaintiff's action ?

428. Where the declaration set out a contract upon an executed consideration from which the defendants derived benefit, was an action indebitatus assumpsit, maintainable ?

429. What is the purport of the judgment, Laws *v.* Purser, November 10th, 1856. Where the defendants bought from the patentee the right to use his patent, used it and set up a right to do so, independent of the plaintiff, on the plea that the patent was void, without fraud in the plaintiff ?

430. Is there any such positive rule, that a wrong doer may not maintain an action ?

431. Where A. and B. co-trustees, joined in a breach of trust and B. alone had the proceeds, can A. maintain an action to recover for the benefit of the trust ?

432. What was the result of the action Webster *v.* Webster, preferred by the wife to charge the husband's estate with an annuity, she having lived separately under an agreement and returned to her husband at his solicitation, under a parole engagement to continue the annuity ? How did past performance operate ?

433. Where the defendants in possession, to the plaintiff's action for possession as Putneedars, pleaded that the putnee in the names of the plaintiffs was intended for their, the defendants' benefit, what was the result ? Ramsunder Sondyal.

434. Does a vendor of a bill of exchange impliedly warrant that the bill is of the sort and description it purports to be ?

435 Where it was not, and the acceptor refused payment, can the vendee recover the price on the failure of consideration ?

436. What is a del credere agent ? What his obligations and liabilities ? Chitty, p. 279.

437. Where a del credere agent, sold on account of his principal, a cargo which the Captain had previously sold, and the vendee repudiated the contract, what was the result of the action by the principal to recover the price from the agent ?

438. Where a del credere vendee became insolvent, could the principal recover from the del credere agent? Chitty, p. 280.

439. The vendor failed to complete title and sued to recover balance purchase money, what was the result?

440. The plaintiff, a colorable lessee, allowed two actions for rent to go against him by default, suing to set aside a third decree, his action was dismissed, on what grounds was he received in appeal?

441. Where a mother sued to recover the hire of her daughter in concubinage, what was the result?

442. A bond was executed to the obligee, in consideration that he should stay execution, which however was carried out by order of the Court. What was the result of the action on the bond?

443. The plaintiff engaged the defendant's boat to convey a cargo, and failed to pay the stipulated hire, what was the result of his action for breach of contract?

444. What was the nature of the case Ramsunder Rao and its result?

445. Where a father, in fraud of law, to qualify his son, a candidate for a certain office, executed a conveyance of a landed estate to him, and the son died, without being aware of the conveyance and without appointment to the situation, did the estate pass to his heirs? Childers *v.* Childers, p. 342, Law Magazine.

446. What is necessary to constitute the rendering of future service, by the payee, a good consideration for a promissory note?

447. Where a promissory note is without valuable consideration, being a mere gift and it is cancelled and renewed, will the renewal, remove the objection of want of consideration?

448. Conduct money is tendered to a witness, but the case is settled, before any expense is incurred by the witness, and he is informed that his attendance is unnecessary and he does not attend, will an action for money had and received, lie to recover the amount of conduct money?

449. What is Bailment? Chitty, pp. 293, 295.

450. What is the first duty of a baillee?

451. When the benefit from the bailment as between baillor and baillee is equal, what are the duties of the latter limited to?

452. Where the benefit is exclusively in the baillor will gross negligence be necessary to sustain an action against the baillee?

453. Where a bailment has been made without reference to any

particular purpose, without recompence to the baillee; will he be liable for loss by accident, &c.?

454. Where the bailment is for a particular purpose, what more must the baillee do, in addition to taking ordinary care of the bailment?

455. Where a bailment is gratuitous, with use to the baillee, what are his liabilities?

456. May a baillee lend or let out or settle a bailment?

457. In bailments by pledge or pawn, what are the duties, responsibilities and liabilities of the baillee?

458. What are bailments for hire? What the duties of a baillee?

459. Where three joint baillors sued to recover from a baillee, for breach, that he had not delivered the bailment to their joint order, he having delivered to one of them, plea such delivery, could the joint action of all three against the baillee, stand?

460. When, according to the Mahomedan law, is a sale null?

461. When invalid?

462. When improper or abominable?

463. According to the Mahomedan law, must the vendor warrant quiet possession?

464. When is parole evidence admissible, to impeach instruments under sale? Best's Principles Law of Evidence, § 288.

465. How may judgments otherwise conclusive be impeached for fraud? *Id.* § 599.

CHAPTER XIII.

466. What is in connection with the law an essential element in a contract?

467. Will an action lie on the part of a public officer or his representatives, to recover money lent by him in contravention of Act XXXVIII. 1793?

468. Will an action lie to enforce any description of contract arising out of an illegal transaction, or involving an illegality on its performance?

469. Will misrepresentations which are merely collateral, suffice to annul a lease and justify the ejectment of the lessee?

470. A party finds and appropriates lost property, when will he be liable for larceny?

471. What is a voluntary settlement with reference to 13, Eliz.—and what the effect of the act?

472. Must the false pretence be the proximate and immediate inducement, to sustain an indictment, for obtaining goods upon false pretences?

473. A party obtained a loan on deposit of a lease of lands, upon which he stated certain houses had been erected, which was false, was his conviction for obtaining money in false pretences affirmed?

474. An insolvent allowed a judgment to go in favour of one creditor, who consequently recovered in full, which was not a fraudulent preference, was his conduct justifiable, so as not to prejudice his certificate?

475. What are the principles of 12 and 13 Vict. as to the discretion of the bankruptcy Court, in allowing, suspending or refusing certificates?

476. What was the design of the bankruptcy act?

477. Is fraud an insuperable obstacle, to a bankruptcy obtaining a certificate?

478. Are negligence, rashness, extravagance, such an obstacle?

479. Give the different instances where a certificate was refused—or suspended?

480. What is the purport concisely of Lord Campbell's judgment Sprige *v.* Porter, in connection with maintenance and Champerty?

481. Can parties in a contract stipulate for exclusion of jurisdiction?

482. What degree of credit attaches to general statements?

483. Where a party relies upon fraud to set aside a security, must fraud be specifically averred and proved?

484. Where fraud is specifically relied upon for sixty years' limitation under Reg. II. 1806 must it be specifically averred?

485. Where satisfaction is pleaded in general terms, and accounts were filed, subsequently to which no allusion was made in the answer, what was the result of the plaintiff's action?

486. How are unusual covenants and conditions regarded?

487. Where a power to adopt, contained also a power to dispose of the husband's realty; what was presumed?

488. Where a voluntary settlement in favour of wife, was accompanied by another deed, leaving the husband in management statu quo ante, and was impeached for fraud, what was the result of the action?

489. Where endowment land had passed to the donee, a boy of 4 years age, by voluntary settlement from the donor, without reference to the nature of the land, and as private property, what was the result of the action impeaching the transaction? Mohunt Gopal Dass, Jan. 3, 1840.

CHAPTER XIV.

490. Under what law has the procedure in moonsiff's Courts been assimilated to hear of the judges?

491. Can pleading over, supply a defect in a matter of material substance? Broome's Legal Max. p. 135.

492. Where a form has been omitted, the omission of which is ex-post facto immaterial, under what maxim will it be disregarded? *Id.* p. 137.

493. Where a party by deed covenants to let lands, not at the time in possession, but subsequently purchased, will the lease stand? *Id.* 138.

494. Where a man contracts, to convey, mortgage or sell an estate and he has not at the time of his contract a title to the estate, which he subsequently acquires, so as to enable him to perform his contract, what is the doctrine of the Court of Chancery as to compulsory performance?

495. What is the rule where property has been acquired aliunde, the contract? Smith *v.* Osborne, Jurist, 14th December, 1857.

496. Where previous to 1852 the lower appellate Court, directed the moonsiff to take a supplemental plaint in case of under-valuation, what was the result of the final appeal?

497. Money deposited conditionally by a mortgagor, in foreclosure, and which after expiration of the year of grace, was directed to be returned to the depositor, after the expiration of the year of grace, the sale having become absolute, was such deposit, a tender of payment, so as to estop the mortgagee in foreclosure?

498. State the grounds of the judgment of the dissentient judge in that case? Jugessur Sircar, 21st August, 1847.

499. Is the certificate of the Revenue authorities, right or wrong, conclusive as to the correct amount of stamp duty required by law? 31st July, 1852, Keola Soonder, appellant.

500. Has a defaulter for purchase-money, any status, upon which, as a party to a suit, he may represent an interest, in reversal of the sale?

501. Where an action was preferred on the basis of an unstamped entry in an ordinary debit and credit ledger, was the action sustained?

502. Explain briefly the purport and purposes of the Mortmain act? Chitty, pp. 568, 727.

503. When a bequest over, was blended with a charitable gift, void under that act, was the bequest valid?

504. Will a charitable gift of personalty be void under the Mortmain act?

505. Where one party to a deed was a minor, not being represented by his guardian, what was the result of an action based upon it?

506. Where a party had disavowed a deed, which was in fact ab initio null and void, and afterwards pleaded in support of an alleged interest, what was the result? Surrot Monee, appellant, 9th March, 1847.

507. Can a husband, in fraud of his contract to settle his wife's estate, assent to a disposition of it, tending to defeat the settlement?

508. Give the points in the judgments, Crouch *v.* Hooper, as to pedigree, as to the nature of evidence in such cases?

509. Where, ipso facto, there is no right to support, will damage arising out of the defendants working upon their own land, sustain an action?

510. What is the rule as to the production of the best evidence? § 87, Best's Principles, p. 106.

511. Where the law would not enforce the debt as against the principal, how would it deal with the security?

512. Will the bonâ fide acts of a party as executor de son tort, prior to the appointment of a regular administrator, bind the rightful executor? Thompson *v.* Harding.

513. Where, to the extent of a moiety, a bequest was bad as contrary to the Mortmain act, was it good as to the remainder?

514. What is the rule under the Mahomedan law as to sales in themselves abominable, and sales abominable, from some extraneous or collateral circumstance only?

515. Where the husband died before his father, and his widow claimed by inheritance in succession to her father-in-law's estate, what was the result of her claim?

516. Where a partial decree was given by the lower appellate Court, to a plaintiff, whose title to sue, rested on a bill of sale, which the Court pronounced colorable, on the grounds of irregularity in the conduct of an execution sale, what was the issue of further appeal ?

517. Where a party to evade process of Court, sold to a colorable purchaser, and registered the transfer in the collector's books and after the release of the estate from wards' management claimed the estate against her vendee, who set up ownership, what was the result? Roshun Khatoon, appellant, 24th March, 1846.

518. Are colorable assignments, binding between the parties to them, binding on third parties ?

519. Where a will was informally executed and to which a codicil formally executed, five years subsequently was appended, were both admitted to probate ? Maddock *v.* Allen.

520. What is the rule as to the sheriff's liability, when he makes an arrest under an invalid writ ?

521. Can a party arrested illegally, be detained under subsequent valid writs in the hands of a sheriff ?

522. What is the doctrine where a sheriff makes an arrest under one of several valid writs ?

CHAPTER XV.

523. Why are trustees ordinarily treated with every possible leniency and forbearance ?

524. Where a party to an action withholds documents, the production of which has been required, can he produce them subsequently, as evidence in his own favour ? French, appellant, 6th April, 1852.

525. What is the general rule as to the presumption, where parties will not produce documents relied upon by the opposite party ?

526. Where a trustee vexatiously required the proof of death of the plaintiff's ancestor, which he knew to be impossible, and kept the trust funds in his own possession uninvested, and demanded half by way of indemnity for any risk in bringing over the funds, what was the result of the plaintiff's action ? Dobson *v.* Patterson, July 11th, 1857.

527. State the facts and the judgment in case Fyez Ali, appellant, 13th May, 1847, in connexion with the maxim omnia præsumuntur contra spoliatorem ?

528. Where the factory-books of the plaintiff, afforded the best evidence to his claim for value of indigo plant, said to have been carried off by the defendant, and were withheld, what was the issue of the action throughout the Courts ? Nubeen Kishen Singh, appellant, 24th February, 1850.

529. Where the defendant endeavoured to prevent the best witness of the plaintiff from attending, how was this conduct regarded ?

530. Where a sezawal was illegally appointed, and the amount of the sums received by him, could not be ascertained, how was the case disposed of ? Kundun Bebee, appellant, 1st July, 1853.

531. Where parties had been in possession of the premises and personal estate of the testator and failed to prove delivery of certain chattel bequests to the plaintiff, what was the result of the action ?

532. The surety of a defaulting treasurer brought to sale the property of third parties as the property of the treasurer, and a suit was instituted by them against the Government and the treasurer, what was the result as between the defendants ?

533. Will mere possession be a sufficient answer against a wrong-doer in trover ?

534. Can a wrong-doer set up in trover, jus tertii ?

535. Where a wife released her jointure, to enable her husband to sell one estate and secure another, to be charged for jointure, and bought that estate and omitted to charge it, was it charged ?

536. Where deeds are lost or withheld, will secondary evidence be admitted to prove their contents ? Best's Principles § 465, p. 556.

537. Where primary evidence is available, will secondary evidence be admitted ?

538. Must secondary evidence be of the best description available, what is the American doctrine ? *Id.* 561.

539. What are the two principal exceptions, in excuse of producing primary evidence ? *Id.* p. 562.

540. Where a collector at a public sale refused the highest bid, in favour of the best lowest bidder, what was the result of the plea that the plaintiff was entitled to compensation only ?

541. Where a party in wrongful possession kept no accounts of the usufruct, how were the mesne profits awarded?

542. What are the ordinary instances of wrong-doing in connection with instruments of evidence?

543. What is the rule as to erasures, where must an erasure be, so as to impeach a deed on that ground? Best, § 223, p. 291.

544. Where property is converted and not produced, how will damages be admeasured?

545. In what cases will they be admeasured by a minimum standard of valuation?

546. Give the maxim and explain the principle upon which this rule is established?

547. What was the result of the appeals Ramdhone Bhose, 7th April, 1847, and Gungapershad Ghose, 18th March? *Id.*

548. Will a Court ex suo motu, call upon a solicitor, who has been guilty of gross breach of trust, to shew cause why he should not be struck off the rolls?

549. Are agents especially bound to preserve correct accounts in matters of business with their principals?

550. Where an agent on commission mixed up his principal's goods with his own and made a profit, but gave no accounts, was he allowed his commission?

551. Where an agent deals with the goods of his principal as his own, what is the principle of decision as per Sir J. Romily?

552. Where an agent who was also solicitor, kept all vouchers favorable to himself, and withheld all favorable to his principal and client, was he allowed his just charges?

553. What is Lord Eldon's rule as to a receiver who keeps no accounts?

554. Where the goods were so mixed as to create an impossibility of ascertaining the quality and value, how was that determined?

555. What is Lord Eldon's judgment in the case Lupton *v.* White, where an agent confounded his principal's goods in an undistinguishable manner?

556. Where a party, in charge of a mine, worked an adjoining mine, and kept no accounts in contravention of his agreement, how was he charged?

557. Where the tenant for life kept no accounts of equitable waste and the master arbitrarily charged his executors, was the master's account supported?

558. What primary duty should regulate every act of an agent on behalf of his principal?

559. When an agent loses or destroys his accounts, upon whom will the loss fall?

560. Where, in consequence of such loss or destruction, the net profit cannot be ascertained, how will the agent's commission be decreed?

561. Where a tenant for life, upon an investment of a fund, which she knew was improper, received 5 per cent. instead of 4 per cent., how was the excess receipt dealt with?

562. Where a mortgagee in possession under a usufructuary covenant, in an action by the mortgagor to recover possession on the ground that the principal and interest of the mortgage debt had been satisfied, denied the fact, but had kept no account of the usufruct, how would that case be dealt with?

563. Where a party defaulted to produce a document, could he produce it subsequently as evidence on his own side? Laston *v.* Reynolds.

564. In what formal words should such refusal be notified? *Id.*

565. Where a party held over a term, and in consequence the proprietor failed to complete a new lease, and in an action, was cast in damages and costs, were such recoverable by the proprietor against the tenant holding over?

566. The defendant, a jeweller, retained in his own possession a jewel entrusted to him, to reset, how was the value computed in admeasuring damages? Best's Principles, § 398.

567. Where, in a disputed inheritance, the defendant kidnapped the claimant and sent him to sea, and on his return had him arrested, and charged with murder and tried for his life, what probative force had those two facts, as evidence, on the claim? *Id.*

568. Where a party destroys evidence favourable to the case of the opposite party, how will the defect be supplied as per dictum of Lord Holt? *Id.*

569. Where a party was strongly suspected to be in possession of title deeds, the production of which was necessary to sustain the action of the Crown, against the attaintee for treason, how was the decree made?

570. What is the purport of the presumption semel malus, semper malus eodem genere?

571. What is the effect of fabricated evidence ?

572. Where a defendant fabricates evidence to defeat a false action, arising out of a fabricated instrument, what will be the effect ?

573. What is the danger of a fabricated defence by an innocent party charged with a capital crime ?

574. The plaintiff had succeeded his father in two-thirds of his estate and sued his trustee for breach, how was the 2-3rds in question dealt with, in respect to the trustee's liability for the whole ?

575. Where a trust is created with reference to other trusts, how should it be charged ?

576. An Indigo planter in breach, recovered treble damages for one season, upon a covenant to cultivate for ten years, and again sued on the following year and again obtained a decree, what was the issue in the appeal and special appeal ?

577. The two defendants in two distinct suits had committed a common trespass and were both sued separately for the full amount of the whole damage by the plaintiff planter, who obtained a decree against both, what was the result of the appeals over ?

578. Where a case is partially conducted by one vakeel and partially by another, what is the rule as to the claim for fees ? Syed Begum, appellant, 26th May, 1846.

579. May a lay arbitrator employ and remunerate a professional party for drawing up his award ? Will a separate charge by the professional party be admitted against the parties to the arbitration reference ?

CHAPTER XVI.

580. How is a man estopped by his own deed ?

581. Will a general recital or rehearsal in a deed, suffice to create an estoppel ?

582. What is the principle as to generalities in such cases ?

583. What is the effect of special recital in a deed, as an estoppel ?

584. Can a review of judgment be granted on an application founded upon fact, at variance with the original declaration or answer ?

585. Where a party repudiated a title in one Court and sued upon it in another, what was the issue ?

586. Where a decree in appeal was made, awarding to the appellant lands he had declared in his answer not to belong to him, what was the result in special appeal ?

587. Where a party upon special title, claimed an estate in severalty and failed, and in appeal fell back upon a title in joint estate, what was the result ? Piaree Dasee, 6th May, 1850.

588. Where the plaintiff's action on special deed, failed, and he fell back on his title of general inheritance, what was the issue ?

589. What is the presumption in two conflicting awards by the arbitrator on the same subject-matter ?

590. Where a party fraudulently represented himself as a trader and obtained advances, and subsequently became a trader and a bankrupt, and the commissioner refused him a certificate, for the fraudulent conduct, what was the result of his appeal, on the ground that when the advances were obtained, he was not a trader ?

591. Where the grantor had acknowledged the existence of an annuity as a subsisting charge and subsequently denied the memorial and denied the annuity, was his denial admitted ?

592. What was the result of the appeal Rummoney Dasee, appellant, 12th of May, 1847 ?

593. Where the rate had been declared in the original plaint and in a subsequent action to recover mesne profits a higher rate was stated, which of the two rates, was recognised ?

594. What was the result of the appeal, Musst. Kumbla, 26th December, 1855 ? What was the purport of Mr. Dick's judgment and the final result ?

595. What is the rule as to estoppel by admissions ? Phillips's law of evidence, Ch. 8, p. 346.

596. How was the rule laid down in Heame *v.* Rogers ? *Id.*

597. How does Lord Denman lay down the rule in Pukard *v.* Seves ? *Id.*

598. Where a party, having the right of property, allows intentionally another to purchase the same from another party without title, will he be estopped from disputing the title of the purchaser ? *Id.* p. 348.

599. Where a person represented his companion as his wife, who was supplied with necessaries, was his defence that she was not his wife, of any avail ? *Id.* p. 349.

600. Where a woman held herself out as married, and subsequently

claimed as single, against the assignees of the party whose wife she had represented herself to be, what was the result? *Id.*

601. Where a person has assumed a name and been sued under it, can he defeat process by setting up his real name? *Id.* 349.

602. Can a tenant dispute his landlord's title? *Id.* 350.

603. May a tenant show that his landlord's title has been determined? *Id.* 351.

604. Will an agent be bound by his own accounts? *Id.* 353.

605. What is the weight attaching to admissions made under a misapprehension of law or fact? *Id.* 354.

606. What is the effect of admissions of a party by deed under seal? *Id.* 354.

CHAPTER XVII.

607. What are the rules and principles, as to the finality of a conclusive judgment? § 44. Best's Principles.

608. Under what circumstances is a judgment final and conclusive so as to create an estoppel by record? § 596, *Id.*

609. Under what five circumstances may a judgment be null and void with respect of the matter contained in it? § 595, *Id.*

610. What are judgments ad rem? § 597, *Id.*

611. Will they have the effect of an estoppel by record against others than the original parties? *Id.*

612. Under what circumstances may judgments otherwise conclusive, be impeached? § 599, *Id.*

613. In reopening a conclusive judgment, is it permitted to say, the Court was mistaken? *Id.*

614. What was the exceptio rei judicatæ of the Roman law? Broome's legal max. p. 241.

615. According to the Roman law, in what three ways were actions defended? *Id.*

616. To what in our own law, is the exceptio rei judicatæ analogous? *Id.* 243.

617. What is the general rule both at law and equity, as to refusing a new trial? *Id.* 244.

618. Where is the original cause of action absolutely merged and gone for ever? *Id.*

619. Where money has been paid under legal process, will assumpsit lie to recover it back, on the grounds that it was not actually due? *Id.* 245.

620. What is the result of the authorities per Lord Tenterden, as to an averment of fact, at variance with a conclusive judgment?

621. What is the purport of Vice-Chancellor Knight Bruce's remarks on the subject of conclusive judgments?

622. To prevent oppression, may the Court consolidate several actions against the same defendant, where the cause of action is common?

623. What criterion may be afforded by the evidence to ascertain whether the contention in issue is identical with one formally disposed of? Phillip's Law of Evidence, Vol. IV. p. 19.

624. Will parties in representation to the parties to conclusive judgments be bound by them? *Id.* p. 8.

625. What is the principle of the rule, that parties only and their privies shall be bound by such judgments? *Id.* p. 8.

626. Where the parties are the same, and the right in issue distinct, will the former judgment act as an estoppel? *Id.* 10.

627. Who are privies in blood? *Id.* 12.

628. Who are privies in state? *Id.*

629. Who are privies in law? *Id.*

630. A judgment may be impeached by a stranger for fraud, may a party to such collusive judgment impeach it? *Id.* 25.

631. What is the rule as to a record of a criminal action being admissible or otherwise in a civil action? *Id.* p. 28.

632. What is the effect of a judgment foro rei sitæ, in rem? p. 61, 67.

633. When will a foreign judgment not be an estoppel, ex foro rei sitæ? *Id.* 70.

634. When will it be impeachable? *Id.* 71.

635. Give briefly the reasonings of the principle, disallowing defendants to re-open such judgments, on the original merits? Story Conflict of Law, § 607—Phillips, p. 75, Sect. 6.

636. A surety sued his principal, an obligor, for the amount recovered from him by the obligee. The obligor principal pleaded payment into Court of a portion of the debt and a decree passed for the balance, the surety being referred to his action against that party who had taken the money out of Court. He sued the obligor and the heirs of the obligee. Was the decree against the obligor supported?

637. Where a zemindar claimed 4 beegahs of land as mál, within the lands already decreed lakhiraj, what was the result?

638. A party claimed priority for compensation against another

party, for slaves belonging to a plantation, and withdrew the bill which was dismissed, and after his death his executors asserted priority with reference to the plantation, what was the result?

639. What is the purport of Sec. 13, Reg. III. 1793?

640. What is the purport of Sec. 12, Reg. III. 1793?

641. The plaintiff's vendor sued to enhance the defendant's rents, and failed, what was the result of the vendee's action to enhance them?

642. Where a party sued in the mofussil Court as executor to an estate, to which the appellant's title as executrix had been established in the Supreme Court with reference to another portion of it, what was the result? Kumulmonee, appellant.

643. Defamation in general terms originated an action, which was dismissed. The plaintiff again sued for defamation arising out of words imputing dishonesty to him in the way of his trade; was his action estopped?

644. The defendant was indicted for larceny of the goods of A. B. The goods belonged to C. D. and he was acquitted. He was committed and tried for larceny of those goods as the property of C. D. and convicted—was the plea autre fois acquit, successful?

645. Will the Court entertain an application, upon grounds which might have been set forth in a former application?

646. Where a plaintiff sued for damages arising to his house from the removal of adjacent support and compromised the case, and subsequently on the occurrence of actual damage arising in the original removal, sued to recover, was the plea of estoppel valid?

647. Two parties were patentees and in working their respective patents, disputes arose. These were set at rest by deed, under stated covenants—action by one for breach—plea that the patent of the plaintiff was void as not being new—was the plea good?

648. What is the purport of Const. 1129, 9th February, 1838?

649. An auction purchaser sued to assess rent upon a mocurrerecdar who pleaded judgment recovered by him against a former proprietor, reciting the existence of his tenure prior to the decennial settlement, what was the effect of the plea?

650. In an action for the proceeds of a wrongful sale of goods

against an indifferent party, the defendant pleaded judgment recovered by a defendant in an action for wrongful conversion—was the plea a good answer to the plaintiff's action?

651. The defendant to a former action, instituted by the husband and wife, thirty years subsequently, impeached the validity of that marriage on the ground of incapacity in the wife—how was the presumption taken?

652. What is the effect of the Scotch verdict, Not proven?—Is there any difference between that and the English verdict, "Not guilty?"

CHAPTER XVIII.

653. What is duress?

654. What is its effect upon a contract by a party under duress? Broome's Commentaries, p. 614.

655. Where is a party in legal custody or lawful imprisonment, at the time of contracting with the party at whose suit he is arrested or imprisoned, will the plea of duress, be valid in avoidance of his contracts? *Id.*

656. Where goods are taken and a contract is entered into by their owner with a view to their release, will the contract be void for duress—in the English Courts? In the American? *Id.*

657. Where per assensum partium the venue of an action is laid in the wrong place, will the judgment stand? Broome's Legal Maxims, p. 100.

658. What is waiver and how is it defined? *Id.* p. 101.

659. What is the regulation as to waiver?

660. May money paid under threats of personal violence, duress, or illegal restraint be recovered back? Broome's Leg. Maxims, p. 208.

661. What is the principle of the rule, executio juris non habet injuriam, with reference to contracts by parties under legal arrest? Broome's L. Maxim, p. 96.

662. Where a confession or admission, on the criminal or civil side, has been obtained under duress, what will the effect be? Best's Principles, § 532.

663. May written instruments be impeached for duress, as well as for fraud? *Id.* § 220.

664. Are petitions from parties to a suit applying for reference to arbitrators, equivalent to arbitration bonds?

665. Where one out of four arbitrators withdrew, and the plaintiff made no objection to the conclusion of the reference by the remaining arbitrators, and impeached the arbitration award subsequently upon that ground, what was the result?

666. What is the effect of the receipt of purchase money, as an estoppel to a party, seeking to set aside the sale? Cl. 1, Sec. 27, Reg. XI. 1822. Sec. 14, Reg. I. 1845.

667. Where one of two appellants, admitted the justice of the respondent's claim, and the lower appellate Court discharged both from the decree, what was the result of the special appeal?

668. In a contract for a lease, where the lessee discovers that the gross assets have been misrepresented, nevertheless he continues his lease, will this plea, in a subsequent action, by the lessor for rent, be admissible?

669. In a contract, where the other party to it wishes to avoid it for fraud, when should he repudiate it?

670. Where a party, one of several proprietors, purposely attested a bill of sale by them as a witness, in proof that he thereby proclaimed his concurrence in the sale, and subsequently sued on a title at variance with that bill of sale, what was the effect of his attestation as a witness?

671. Where a party agreed to take a less sum if paid on a given date, was he concluded from demanding the greater sum, after default?

672. In a company, all contracts over £50 required to be signed by three directors. The chairman made a parole contract over that sum with the plaintiff, who worked under it for the company and the account was entered and passed. In an action upon the balance, was the company bound?

673. Where an agent employed to receive money from the debtor of his principal, wrote off his own debt owing to the debtor, was that a discharge to the debtor as against the principal?

674. Where irregularities in the conduct of an arbitration had been waived, could the arbitration be subsequently impeached for irregularity?

675. What was the effect of three years' acquiescence in a partnership account, under which several shareholders had been paid, and

the business finally wound up, on the plaintiff's action to re-open it?

676. Where a party was unaware of the invalidity of the transaction, and kept in ignorance of it, by the contrivance of conduct of the party in whose favour that transaction runs, can there be any ratification, binding in equity?

677. Where the signature and contents of a document, made an exhibit in the cause, were admitted in the answer, was it necessary to produce it at the hearing?

678. Where the period within which an award was to be made by an arbitrator, expired, and was not extended by the Court, but the parties attended the arbitrator, to conclusion, was an impeachment on that ground allowed?

679. Where a judge's order, and a written consent of parties, were both necessary to a trial without a jury, and by consent of both parties, such trial was had, what was the result of impeachment by the unsuccessful party?

680. Where money was paid by an administratrix into a private bank, with full knowledge of the parties interested and the fund was lost, was she responsible?

681. What is meaning of the term, admission of assets by executors?

682. Is the payment of interest on a legacy, admission of assets, as to the principal?

683. Under any circumstances will it place upon the executor the onus probandi?

684. Where, with the knowledge and concurrence of a creditor, a party executed a voluntary assignment in favour of his son, and made that creditor his executor, who acted in that capacity for seven years without impeachment of the deed, and subsequently sought to invalidate it, what was the result?

685. Where a party paid money under an invalid security, but which was paid voluntarily and with knowledge of the facts, what was the result of his action to recover it back?

686. A party agreed to accept a much smaller sum if paid at a certain date, which was not done, but he received interest on the smaller sum for four years, was that a ratification and an estoppel to his action to recover the larger amount? Ford *v.* Chesterfield.

687. Where bills were drawn at the dictation of a solicitor and executed under pressure, in discharge of costs and those costs paid, was the account opened in taxation?

688. What is a sufficient acknowledgment in writing so as to bar limitations?

689. What is a sufficient ratification by a late minor, after attaining majority?

690. When may money be recovered back, after duress of goods? Ireherne *v.* Gardner.

691. What is the effect of payment into Court, as an admission? First to a count in trover—2nd to a count for money had and received.

692. Where a landlord levies a distress for more than the rent due, how should the tenant proceed?

693. If he pays the demand in full, can he ordinarily recover it back?

694. A mortgagor appeared, and during the pendency of the suit in foreclosure, deposited the amount of the mortgage debt, and the mortgagee's action failed, on the ground that notice had not been personally served upon the mortgagor, what was the result of the appeal?

695. Where a party on attaining his majority joined a banking partnership, and to an action brought against the bank in a note of hand pleaded the minority, was the plea valid?

696. Where a mortgagor voluntarily accepted the jurisdiction of the Supreme Court, and subsequently wished to have the benefit of Reg. XVII. 1806, what was the result of the action? Zumirodeen, appellant, September 19th, 1821.

697. Where a company discounted the bills of an agent for his principal without requiring his endorsement, as agreed upon inter partes, and the agent became bankrupt, could the company prove against his estate on account of such bills?

698. Where a servant engages as a workman and makes no objections as to the risk of such employment and is injured in it, will his action lie against his employer?

699. Land was taken for a canal with the assent of the proprietor. The farmer and the canal company settled the amount of compensation. On the expiration of the lease, the representatives of the proprietor recovered at law the land taken for the canal. How was the case determined in equity? Beaufort *v.* Patrick.

700. The vendors were prisoners—at midnight the plaintiff coerced them into executing a bill of sale and sued to compel them to register the transfer, what was the result?

701. After the expiration of a stated term of employment at a fixed salary, where the defendants continued to employ the same agent for five years, and then the plaintiff sued to recover remuneration at the original salary, what was the result?

702. To an action against three obligors, one admitted the claim, the other two pleaded satisfaction, and the action was dismissed against all three, what was the result of the appeal?

703. Where a judgment chiefly rested on the examination of the plaintiff as a witness prior to Act XIX. 1853, and to which the defendant was not an assenting party, what was the result of the appeal?

704. Can a claim on a common subject matter, as in a joint debt, be false and true?

705. Will consent cure fraud?

706. What is the purport of Sec. 12, Reg. III. 1793?

707. A bond was executed under a threat of taking out a summons and to an action upon it, duress was pleaded, what was the result?

708. A party in the lower Court took no exception to certain irregularities, which he brought forward in appeal, what was the result?

709. Where parties to a controversy agreed to be bound, by the award of a certain party, as arbitrator and a decree in conformity therewith was reversed by the lower appellate Court, what was the result of special appeal?

710. Can an arbitration be impeached for mistake? Johnson *v.* Durant—Phillip's Law Evid. p. 51, note Vol. XI.

711. On what grounds under the Regulations may arbitrations be set aside?

712. Within what time must a party apply to execute an award by arbitrators?

713. Will the answer of a referee bind the party making it? Phillip's law of evidence, Vol. I. p. 383.

714. Where two parties agreed to abide by the construction by a certain Counsel of an Act of Parliament, could his construction be impeached?

715. If an award is uncertain, inconsistent in its provisions, prescribe what is impossible, direct what is illegal and cannot be enforced in execution, will it be set aside? § 595. Best's Principles, p. 701.

716. After an award is made and delivered, is the arbitrator functus officio, and incompetent to correct a mistake without consent of parties? Chitty, p. 957.

717. Can the Court modify the terms of the award, so as to make it consistent with the submission? *Id.*

718. Where the award is seemingly on the face of it correct, upon the merits and facts, in what cases only will relief be obtained? *Id.*

719. What misconduct in an arbitrator will suffice to impeach an award? *Id.* p. 958.

720. Where a party to a reference received his costs, was that an acquiescence creating an estoppel, to objections to the award? *Id.*

721. A party who should have been made a defendant voluntarily attended, on objection by him in appeal, was the informality material?

722. Where delay in necessary procedure had been passed by, by the defendant in the lower Court, and objections raised in appeal, were they sustained?

723. What is the effect of an adjustment inter partes and ad rem? Watson, appellant, 2nd July, 1850.

724. Where the lower appellate Court gave possession to a non appealing plaintiff, what was the result of the defendant's special appeal?

725. What is the effect of a bond given for a balance of an account had and held inter partes? Pershon Singh, appellant, 26th July, 1853.

726. Where a mother sued, in the name of her daughter, and recovered, without objection in the lower Court, was the objection by the defendant in appeal sustained?

727. Where a party had given an acknowledgment, by way of receipt in full, for all lands to which he was entitled and sued eleven years subsequently for more and obtained a decree, what was the result of the appeal?

728. How far is acceptance of rent and acquiescence, ratihabitional in its effect, as to the amount of rent payable by its payer?

729. What is the position of a Hindu widow, seised in a life-estate, prior and subsequent to an adoption by her?

730. Will the declaration of a guardian, on the behalf of an infant, be admissible against the infant? Phillip's law of evidence, pp. 363, 389, Vol. I.

731. Where a party on attaining his majority ratified by deed the acts of his mother and guardian, was he heard in derogation of his own deed? Sadut Ali Khan, 18th June, 1853.

732. Where the plaintiff failed in his action to eject the lessees, in the Collector's Court, who for seven years subsequently paid him their rents, and also the Government Revenue, what was the result of a subsequent action for mesne profits on the ground of wrongous possession?

733. A Parsee merchant died, leaving a will and appointing an executor, who was to make over the business to his sons when he thought them qualified, and on the death of their father the sons for two years carried on the business and then the executor set up the will, what was the result?

734. Where a husband, prior to his marriage, was aware of certain transactions between his wife and her father and after his marriage and the death of the wife, sued to set up the trust and to have an account from the father of his management, what was the result? Wright *v.* Vanderplaint, 1 Jur. N. S. 932.

735. May duress arise by implication from a series of acts of maltreatment, where a wife departs from a beneficial position in favour of her husband?

736. What is vanus timor with reference to duress? Broome's Legal Maxim, p. 210.

737. What is the effect of attestation of an instrument by all the heirs of a joint Hindu family? Amenakhatoon, appellant, 21st July, 1856.

738. Where a mortgage by the elder of three brothers, was contested by the two younger, who accepted a consideration, was a single notice in foreclosure to the elder alone, sufficient?

CHAPTER XIX.

739. What is the effect of surplusage? Broom's Legal Maxim, p. 486.

740. Where a reference was made to three arbitrators, the award of three or of two of them to be final, and the award was executed by only two, although on the face of it, purporting to be made by all three, was the award maintained? *Id.* 487.

741. What is the rule as to words of known signification in the context of a deed making it repugnant and senseless? *Id.*

742. Any thing subjoined to a decretal order not bearing upon the point before the Court, will be treated in what way? Rev. Jocè Maria, appellant, 24th January, 1853.

743. Where a judge was functus officio, and intimated in his decree an intention to commit the party for perjury if his order was affirmed in appeal, what was the order in the case?

744. In an attorney's bill where one or two items were insufficiently specified, what was done with the other unobjectionable items? What are J. Crompton's remarks?

745. Where, at the request of parties, a construction was made upon a will, the parties interested being minors, how was that dealt with in appeal?

746. Where a memorandum of payment had been endorsed upon a mortgage deed sufficiently stamped, which was not stamped, and the deed was rejected on that ground, how was the case dealt with in appeal?

747. Where words in a decree, directed the annulment of a sale under Reg. VIII. 1819, but which made no difference in the actual disposal of the case, how was this part of the decree dealt with? Beernursing Mullick, and another, April 22nd, 1848.

748. Where the intention is clear, in interpreting deeds and instruments, will any great stress be laid upon the meaning of particular words—what is the general and comprehensive rule? Broome's Legal Maxims, p. 534.

749. Will mere grammatical construction invariably be followed?

750. Where the intent of an act is plain, is it a true line of construction to decide according to the strict letter of the Act, at variance with its intention?

751. What is clerical error and its effect on a pleading?

752. Where an action below had been lost with reference to a date of a cabooliut being prior to the date of the lessor's title, and to which clerical error was set up in replication, what was the result of appeal?

753. A promissory note of two months, dated 1st January, 1854, given to the indorser in January, 1855, at which time a memorandum was written on it due 4th March, 1855, what was the issue?

754. Where, in a pleading, the execution of a deed is alleged to have

taken place on different dates, how will the Court deal with the case ?

755. Must an error be clearly and simply clerical to sustain a plea ? Where alleged clerical error was at variance with all the other documentary proofs in the case, how was it dealt with ?

756. Where, by reason of an arithmetical error, on casting the total, Co.'s Rs. 100 had been omitted, what was the result of an appeal to include the 100 Rs. in the decree ?

757. Where, in amendment of an alleged clerical error, a supplemental answer was accepted, totally altering the character of the defence, what was the result of an appeal in exception to its admission ?

758. What is the principle as to admissions of supplemental plaints, established in the precedent, Caleekant Lahory, 16th April, 1850 ? Luckmere Khan, appellant, 20th January, 1851.

759. How should mistakes of copyists, printers or amanuenses be dealt with, per J. Samuells ? Musst. Doorga Koonwar, appellant, 25th November, 1856.

760. Where a decree directs any thing of impossible performance, will it be void ?

761. Where the defendant was a prisoner, and the Collector refused to give him a copy of the plaint, for default of security, which was in itself unnecessary, and decreed the case exparte against him, and such non-appearance, in an action to set aside the award was held an estoppel, how was it dealt with in appeal ?

762. Why was personal service of notice in foreclosure, considered unnecessary ?

763. Where the defendants denied the plaintiff's claims to arrears of rent, and the lower appellate Court rejected that portion of the decree, which awarded rents prior to date of purchase (the plaintiff having included outstanding rents in his purchase), because the accounts had not been signed by the defendants ; how was the case dealt with in appeal ?

764. Per Sir W. P. Wood, when should a partnership be dissolved ?

765. What is the purport of the maxim lex neminem cogit ad vana seu inutilia ? Broome's Leg. Maxims, pp. 181, 189.

766. Where performance was impossible in one of two ways only, was the liability discharged ? Backworth *v.* Young.

767. Where performance became impossible by the act of the defendant, was the plaintiff's action to recover sustained?

768. Where the defendant assigned over a partnership estate to the plaintiff, and a bill of exchange was an asset which he parted with, instead of transferring it, how was that act in derogation of his own deed treated?

769. Where a party to avoid personal service of notice kept out of the way, how was the case dealt with?

770. When may depositions taken before a magistrate, be read in evidence at a subsequent trial, against the prisoner?

771. Where a witness was kept out of the way by the procurement of the prisoner, was such evidence admitted?

772. Where a party made a statement on oath, charging the defendant with wounding him, of which wounds, he subsequently died, how is the admissibility of such evidence determined? Reg *v.* Beeston 18, Jurist, p. 1058.

773. Where a witness had to leave Court owing to illness, as certified by his medical attendant, was his deposition taken before the magistrate, read as evidence on the trial?

774. Where the residence of the parents of an infant party to a suit could not be discovered, was the service of notice upon the principal of his college, held sufficient?

775. The original deed being in the possession of the defendant, the declaration set forth the copy, was the action sustained?

776. Where non-compliance with Sec. 14, Regs. XV. IX. 1833, by which the Board of Revenue was to establish certain forms for village accounts, and never did so, was pleaded in answer to the plaintiff's action, how was this plea dealt with in appeal?

777. What is the substance of Sir W. Scott's judgment as to impossibilities? Broome's Leg. Maxim, pp. 181 to 189.

778. Where a party enters into covenants, without protecting himself against contingencies, and performance eventually becomes impossible, can he set up the plea?

779. Will a Court of equity give any assistance to a party in enforcing a hard bargain? Chitty, p. 672.

780. How was the rule, dismissing appeals, on the secession of one of the parties to it, departed from on the ground of inconvenience? Grant, petitioner, 27th January, 1853.

781. What was the purport of J. Torrens judgment, dissentiente

from the strict construction of Reg. VII. 1832? Ramnarayon Singh, appellant, 30th July, 1856.

782. Was the correctness of that view subsequently established?

783. Will inconvenience merely affecting individuals be regarded?

784. What are Lord Ellenborough's remarks as to individual cases of hardship and inconvenience, necessarily arising from time to time, from the enforcement of general rules? Best's Principles, § 37.

785. What are the principles upon which the Legislature acts, with reference to exceptional cases? Best, p. 31. Broome's Legal Maxims, p. 37.

786. If a man tender more than is due, will that be a good tender? Legal Maxims, p. 129.

787. Where a party with a power to lease for 21 years, let for 11 only, was the lease good? *Id.* 130.

788. Where the amount of arrears of revenue was entered at a less sum than actually due, was the sale legal?

789. Where an amount of rent claim, considerably less than sued for was admitted, and the whole claim disallowed, what was the result of the appeal?

790. What is the purport of Sec. 15, Reg. VII. 1799, as to exaggerated actions for rent?

791. What is the rule as to unascertained and undefined advantages passing by grant, as for instance, minerals?

792. Where "all other perils, losses and misfortunes" were insured against, was barratry by the master included?

793. Where a testator bequeathed all his interest in a mortgage secured on certain property, did this entitle the devisee, to arrears of interest?

794. Where a person can sell, what other powers may be ordinarily exercised, in respect of that property?

795. Where several joint proprietors agreed that none should sell their respective interests to a stranger, and one of them mortgaged the same, did the transaction stand?

796. Can a receiver grant a lease, which will bind the proprietors?

797. An action was brought to recover three distinct plots of land under a gross boundary which was nonsuited, the lower Court holding that separate boundaries were necessary; what was the result in appeal?

798. An action was instituted for an entire mouzah and decreed.

In the lower appellate Court the decree was reversed, for want of boundaries of each component village, what was the result of special appeal?

799. A childless widow accepted an annuity, in consideration of which she aliened her rights and interest in favour of a certain party and his heirs. He died without issue. She claimed the estate as against his widows, what was the result?

800. A party took a lease of all the rights of his lessor, in a particular estate; the lessor subsequently claimed a distinct interest in the waste lands, what was the result of the action?

801. Where an action was instituted for an entire talook and an objection was preferred, that a certain bazaar had not been estimated for valuation, was the objection sustained?

802. Where possession was awarded, without mesne profits, because the amount was uncertain, but which might be ascertained by enquiry, what was the result of the appeal?

803. Where a notice under Reg. V. 1812, specified the gross amount of future rent, and the lower Courts rejected the action, because the excess as between the new demand and the former rent was not stated, what was the result of the final appeal?

CHAPTER XX.

804. Into what two classes is evidence divided? Best's Prin. § 286

805. What is presumptive evidence?

806. On what does the probative force of a chain of presumptive proof depend, § 289. *Id.*

807. Are the terms presumption, suspicion and conjecture, synonimous?

808. How are presumptions divided?

809. Where a judgment has become conclusive, will evidence be admitted to impeach it for error?

810. What is the presumption as to an infant under seven years of age, being capable of criminal intention?

811. Are bonds and special instruments in themselves presumptive of consideration? What is the practice of the Indian Courts?

812. What is the presumption as to a minor over seven years and under fourteen, as to commission of felony? Phillips's Law of Evidence, Vol. I. p. 471.

813. How may the presumption be rebutted?

814. Do bills of exchange import consideration ?
815. Are presumptions in favour of honesty, innocence, legitimacy, sanity or otherwise ?
816. What are mixed presumptions ?
817. What are the presumptions from ordinary conduct ?
818. What are the ordinary presumptions against a party accused of homicide ?
819. What are the presumptions as to a death-bed statement ? Reg. *v.* Reany, 3 Jur. N. S. part 1, p. 191.
820. What circumstance is necessary to attach weight to such statement ?
821. What are the presumptions arising in statements by deceased persons ante litem motam ? § 480, Best's Principles, p. 575, et infra.
822. In questions of pedigree, what description of secondary evidence is generally admitted ?
323. Will declarations by deceased persons, made post litem motam, be admissable ? Phillips's Law of Evidence, Vol. I. ch. viii. pp. 194, 227.
824. In the Roman Law, how was the term lis mota, applied ? *Id.*
825. How is the term applied in English Law ? *Id.*
826. Are strong presumptions primâ facie evidence ? Best's P.
827. What is the presumption raised by the possession of a party of a receipt for rent ? *Id.*
828. Give an instance of a presumption from natural affection ? *Id.*
829. Does an injurious libel import malice ? *Id.*
830. Does homicide import malice ? *Id.*
831. Give instances of presumptions ex ordine naturæ ? *Id.*
832. Will presumptions favour the validity of acts ? *Id.*
833. Where conflicting presumptions occur, how will the case be dealt with ? *Id.*
834. What is the presumption, as to a party having necessary knowledge of the law ? *Id.*
835. Are presumptions for or against legality ?
836. Are presumptions for or against, fraud, vice, immorality ? *Id.*
837. Will truth of the witness be presumed ?
838. Will antecedents be presumed from subsequents. Subsequents from antecedents and that which is intermediate from both ? *Id.*
839. What presumptions arise from possession ? *Id.*
840. How is presumption destroyed ?

841. What are the remarks of Sir E. Coke as to long possession and enjoyment, with reference to munuments of title? *Id.*

842. Where titles are lost or destroyed, in such cases, will a grant be presumed? *Id.*

843. Has this presumption been extended to parallel cases in this country? *Id.*

844. In an open road or pathway, is dedication to the public presumed? *Id.*

845. How is the surrender of a right of user presumed? *Id.*

846. What are presumptions ex ordine naturæ—give instances. *Id.*

847. What is the presumption, as to tenancy? *Id.*

848. Where a tenancy is indefinite, what is the presumption as to its nature? *Id.*

849. Where a term is not assigned in a contract for hire, what term will be presumed? *Id.*

850. What does a promise to marry import? *Id.*

851. Does membership in a society import knowledge of its rules?

852. Does a lease import knowledge in the lessee, of his lessor's title? *Id.*

853. Where a testator tore up a will, what was presumed? *Id.*

854. What presumptions are made from dates? *Id.* Phillips's Law of Evidence, Vol. I. p. 482.

855. What are presumptions from course of business, usage of trade? *Id.* Phillip's, Vol. I. p. 483.

856. Will change be presumed? *Id.* Phillips's Law of Evidence, Vol. I. p. 478.

857. Will discharge of debt be presumed? *Id.*

858. What are the presumptions where no demand for payment has been made? *Id.*

859. Where two things are proved to have been done on the same day, which will be presumed to have been done first? Phillips's Vol. I. p. 484.

860. What is the presumption from possession of personal property? *Id.* p. 485.

861. What is the presumption from possession of a letter, without the address—or a note of hand without address? *Id.*

862. What is the presumption of ownership ad medium filum vir? *Id.*

863. When will a conveyance by a trustee to a cest que trust, or the surrender of outstanding terms be presumed? *Id.* pp. 489. 490.

864. What are the ordinary presumptions of payment? *Id.* 492.

865. Where a party sold, under covenants to return the money within a year, in which event, the sale was to be void, and took an agreement from the vendee, how was his possession of the agreement considered in support of his claim to absolute possession in fee?

866. What is the presumption of reputed ownership from possession? Government, appellant, February 22nd, 1851.

867. Are deeds and instruments of title primâ facie evidence of the conveyance of the properties referred to in them?

868. Does notice to the authorities of an adoption, import performance of necessary observances in making it? Ranee Netradaye, 23rd June, 1853.

869. What is the purport of Mr. Dick's judgment Ranee Kutteanee, appellant, 1st April, 1846, as to presumptions from long possession?

870. Is the maxim "noscitur a sociis" as applicable to conduct, as to written instruments?

871. How is the evidence of "testes lupanares" hired witnesses and accomplices to be weighed?

872. Is the signature by an apprentice to an indenture sufficient evidence of consent? Upon what presumption?

873. Where the parents' consent was not entered, would it be assumed that they were then dead?

874. What is the Hindoo law as to gifts to strangers?

875. Where a purchaser has enjoyed the subject-matter of his contract, will the presumption be in favour of the validity of the contract, or against it? Port of London Shipowners' Loan and Assurance Co.'s case.

876. What are the presumptions of duration life under the Mahomedan law?

877. How will a missing heir be considered as to his own estate—2nd as to the estate of others?

878. How will inheritance to a missing ancestor be regulated?

879. What are the presumptions of duration of life under the English law?

880. Where her husband had not been heard of for fourteen years, and the wife applied for the transfer of stock standing in his name to hers, was the application granted?

881. Where an accusation of impurity was made against a native lady in bar of her claim to inherit, upon what proof only could such an allegation be entertained ?

882. Will possession under a will, throw the onus upon the party impeaching it ?

883. Where performance up to stated date depended upon style, and, according to one calculation, performance was eatablished, and vice versâ, would the style loci rei sitæ be presumed ? Gridhari Pershad, appellant, January 11th, 1848.

884. When will Courts presume grants, in order to protect a right ? Atty.-General *v.* Eveline Hofp. 17, Beav. 366.

885. When will they refuse to make such presumptions ? *Id.*

886. Under what circumstance was the commission of adultery presumed ? Davidson *v.* Davidson. 2 Jur. N. S. 547.

887. What are the presumptions from continuous family usage, as regulating a claim to succession ?

888. What are presumptions from abuse of authority ?

889. Where a father enters into possession of the estates of his infant children, in what capacity will he be presumed to be in possession ? Thomas *v.* Thomas.

890. After the children become of age, and the father retains possession, from what date will he be made to account ? *Id.*

891. From what date will a party not in fiduciary relation, be made to account ? *Id.*

892. A release between cest qui trust and trustee, throws the onus of righteousness upon what party ?

893. Where a party destroys accounts illustrative of the subject-matter in contention, what presumption will be made ? Gray *v.* Haig.

894. Where the Court would have rejected the evidence of a single witness contra the oath of the defendant, how would the destruction of accounts, which would have sustained that evidence, affect the question ? Haig *v.* Gray.

895. What is the presumption as to estate in a joint undivided Hindoo family ?

896. Where a purchase is made in the name of the elder son, by his father, what is the presumption as to the actual purchaser ?

897. In what character will the son be considered ?

898. Will the mere character of the instruments suffice to avoid the presumption ?

899. Where a portion of a trust fund has been lost, will primâ facie breach of trust be presumed?

900. What is the presumption against gifts by a child, pending the duration of parental authority? Wright *v.* Vanderplank, 2 Jurist, N. S. 599.

901. How may such presumption be rebutted?

902. Where a son entered into arrangements with his father, without separate advice, by which his estate became liable for his father's debts, without any consideration, did the transaction stand as a family arrangement? Baber *v.* Bradley, 2 Jurist, p. 98.

903. Where a tenant encloses land adjacent to the lands demised, what is the presumption?

904. Where an affidavit in bankruptcy contained erasures and interlineations, what was the presumption as to its condition at the time it was sworn to?

905. Where a client employed two solicitors, what was the presumption of their partnership?

906. Will such solicitors be entitled to an equal amount of remuneration, or each be entitled only to quantum meruit?

907. Does employment import remuneration?

908. Where a trust may be performed in a legal as well as an illegal manner, which will be presumed?

909. Where a party about to be married, obtains from his future wife, a security, upon whom will the proof of bona fides fall?

910. Where a party in possession of lands under a demise, adjoining his own property allows the boundaries to be destroyed, so that they cannot be identified, how will he be treated? Attorney-General *v.* Stephens, 2 Jurist, N. S. 51.

911. Where a trustee, holding a judiciary character, deals with the cest qui trust, upon whom will the proof of bona fides lie?

912. Will the presence of the Registrar at a marriage, import its taking place in a licensed chapel?

913. What was the purport of the judgment, Savery *v.* King, where a son joined the father in a transaction with his solicitor and cut off the entail, in ignorance of his rights?

914. Where a subsequent will not produced is set up against a former will subsisting, what is the presumption? Upon whom will the onus lie? Cutto *v.* Gilbert.

915. What was the presumption of survivorship made in Ommany *v.* Stilwell?
916. What will the use of a lethal weapon import?
917. What will the commission of an illegal act, injurious to another, import?
918. Will written instruments, as between the parties and their privies, import the truth of the facts recited in them?
919. What is the presumption from the suppression of evidence?
920. What is the presumption from the production of second best evidence?
921. What is the presumption of debt from its payment?
922. What is the presumption from the possession of a bond, by the obligor?
923. What is the presumption from exercise of rights of ownership?
924. What is the presumption from discharge of official acts?
925. What is the presumption as to due performance of official acts?
926. What is the presumption as to all matters in a controversy coming before a jury or arbitrator?
927. What is the presumption as to private transactions?
928. What is the presumption of identity of person, from identity of name?
929. What is the presumption from acquiescence?
930. What is the presumption as to publication of Gazette?
931. What is the presumption as to published reports of judicial cases?
932. What is the presumption as to a conveyance by a trustee where necessary to complete title?
933. What is the presumption as to dedication to the public?
934. What is the presumption arising from sale and non-delivery of personal property, capable of immediate delivery?
935. What are the presumptions of survivorship, where parties perish in a common calamity?
936. What are the presumptions of assignments in favour of servants, relations, &c?
937. What is the presumption in India, as to land—being subject to Revenue, or Revenue free?
938. Upon whom in an action to resume, will the onus lie? Give the laws?
939. What is the purport of the judgment Maharajah Dheraj Rajah Mahtab Chunder? P. 466, Moore's Indian Appeals, Vol. IV.

CHAPTER XXI.

940. The plaintiff twelve years after foreclosure sued to recover possession in redemption of his mortgage, was limitation a valid plea?

941. From what date will limitations run against a party to recover sale proceeds, credited by the collector to different heads, where the plaintiff subsequently acquired title?

942. Where the pendency of another suit was no obstacle to the assertion of the plaintiff's claim, was that period abated from limitations?

943. Where a party sued to recover a very large sum of money seven years subsequently to alleged robbery, of which moreover he had given no information to the police, was his action sustained?

944. Where the plaintiff had been dispossessed eight years previously and gave no notice of such forcible dispossession to the police, was his action sustained?

945. Where redress might naturally be had in the criminal Courts and no measures are taken, what will the presumptions generally be when cases are long afterwards instituted on the civil side?

946. Where the plaintiff brought his action eleven years after date of dispossession, what order was made as to mesne profits?

947. Where a supplemental plaint was tendered after the completion of the proceedings, on the day of decision, was it admitted?

948. How may limitations be barred?

949. Were a solicitor's accounts opened after 10 years' acquiescence?

950. A patentee obtained a decree for breach and subsequently instituted an action for an injunction against another company also for similar breach, was the delay fatal to the action?

951. Will a banker be responsible if he pays a forged draft? Orr *v.* Union Bank, Scotland.

952. Three years after an arbitrator's award was pronounced bad, was an application for a further reference, granted?

953. Are parties or their counsel bound to have with them in Court all documents necessary to the conduct of their case? Gallemore *v.* Gill.

954. Where a manager's books had been imperfectly kept were the costs allowed?

955. By the Hindoo law how is incautiousness in purchasing a

thing from a stranger, and negligence in the owner, in keeping it, in an action of trover by the real owner, dealt with ?

956. What is the rule in Penny *v.* Allen as to the date from which mesne profits should ordinarily be computed ?

957. Will a bare assertion of a claim, without corresponding action to enforce it, be a bar to limitations ?

958. Where a payment by a debtor, can be referred to a debt within limitations, will the Court refer it to one beyond limitations ? Nash *v.* Hodgson, 1ᵉ Jurist, 946.

959. Will limitations run from date of rejection of summary petitions for review ? Kaderbuksh, appellant, 16th September, 1847.

960. Will a mere judgment bind the debtor's property, without sequestration taken against, so as to invalidate a pendente lite sale ? 30th January, 1850. Sheikh Imambuksh.

961. Will a sale in execution by a sheriff in possession, be void as against a prior decreeholder under a judgment in the mofussil Courts who had not taken out an attachment ?

962. How are priorities regulated against assets, in execution ?

963. In what cases will the Courts refuse interest for principal rents decreed ?

964. What is the ruling, Macpherson *v.* Stephanes, 21st June, 1848 ? Casheeprea, 23rd of March, 1848, as to Act XXXII. 1839.

965. What is the ruling in Neelkaunth Banerjea, 14th June, 1852, at variance with the above ?

966. In limitations under Reg. XIII. 1848, will the period of pendency of an action, nonsuited, be allowed in favour of plaintiff?

967. In administration, what judgment will have priority ? Dollond *v.* Johnson.

968. How will acquiescence support what was originally wrong ? Sanderson Expte. 2 Jurist, 1217.

969. How will user in the public, create a dedication to the public, so as to void a claim to a patent ?

970. What is the rule as to diligence in impeaching attornies' costs ?

971. Will a Court assist a volunteer in perfecting an incomplete gift ? Weale *v.* Olliffe.

972. Where an estate has been fully administered and the residue been paid over under the order of Court, will the executor be protected ?

973. Where executors retained assets uninvested, and there were no debts for several years, were they allowed costs ?

974. Where a solicitor acts for broker, lender and borrower, without informing the former of a lien upon the title-deeds, will he subsequently maintain it, as against the lender?

975. Where actions are unnecessarily instituted by trustees, and unnecessary evidence gone into, will they be allowed their costs?

976. Where trustees are directed to convert, will non-conversion, and subsequent loss arising from such laches make them liable?

977. What is the ruling in the case Atterbury *v.* Wallis, 2 Jurist, N. S. p. 1177.

978. Where a notice was defectively silent as to premiums, what was the result, as to priority of other incumbrancers against the same fund?

979. Was an application for rehearing made thirty years subsequently to correct an error, and the delay was accounted for, admitted?

980. Should applications for rehearing be entertained exparte?

981. Where legal interests have been created subsequently, will an application for a rehearing be admitted?

982. Where an action was abortive owing to the crassa negligentia of the plaintiff's attorney, was he allowed costs of his bill?

983. Define notice and mention the different kinds of notice, Chitty, p. 531.

984. What is statutory notice?

985. A party with notice, conveys to another without notice, will the latter be bound?

986. A mortgagee for colour, assigned for good consideration, without notice, to an innocent third party, will the fraud be purged?

987. Are vague rumours tantamount to notice?

988. How is notice implied?

989. Will possession by a tenant imply notice?

990. Will absence of title-deeds and their possession by another party imply notice?

991. Is notice to an agent, notice to his principal?

992. Is registration necessarily notice?

993. Is a decree notice extra partes?

994. What is the rule as to attestation of a deed by a party to the inheritance?

995. Is such attestation notice of contents to the party attesting?

996. Where a mortgagee attested a second mortgage without notice to him, how would his priority stand?

997. Has this practice been exploded? If so, why?

998. What is the principle of the rule in connection with priority by diligence, under which, executors and administrators may retain a debt due to them from their testator or intestate, in preference to creditors of equal degree. Smith's Principles Eq., p. 623.

999. Where a bond creditor lies by, until the executor has paid away all the assets under the decree, how will he be treated with reference to claims by simple contract creditors? *Id.* p. 622.

1000. Will future debts by specialty as upon a bond, not due, take preference over existing simple contract debts? *Id.* 621.

1001. State the exception, and the judgment per Williams. *Id.*

1002. Give Mr. Justice Story's remarks at the true object of the statute of limitations. P. 694, Broome's Legal Maxim.

1003. Give S. W. Blackstone's remarks as to limitations in possessory actions. *Id.*

1004. Give the principal provisions under the regulations as to limitations.

1005. In what cases will the law refuse to assist purchasers in connection with the maxim vigilantibus non dormientibus? Broome's Legal Maxims, 609.

1006. Will that maxim be restricted entirely to the subject? *Id.* 46.

CHAPTER XXII.

1007. Will entries by an agent against interest be binding upon his principal? 279, Phillip's Law of Evidence, Vol 1.

1008. Will agents be bound by accounts rendered to principals? *Id.* 353.

1009. What is the general rule as to how far admissions by agents will bind their principals? *Id.* 379.

1010. May an agent within scope of his authority, bind his principal, Smith's Principles, Eq. Jurisprudence, p. 230.

1011. Is an auctioneer an agent for both parties? *Id.*

1012. On whom will the loss occasioned by an unauthorized disposal or adventure of the principal's money, out of the usual course of business, intended for the benefit of the principal, fall? Chitty, p. 280.

1013. Are joint agents and joint principals, considered as but one person?

1014. In the bankruptcy of an agent or factor, will trover by a principal lie as against the assignees? *Id.* 281.

1015. Where a bankrupt has mixed his principal's money with his own funds, without ear mark, will trover by the principal lie? *Id.*

1016. Does agency import remuneration?

1017. How may an agent's claim to remuneration be forfeited? *Id.* 281.

1018. What is the general rule as to agent's indemnity for disbursements out of pocket? *Id.* 282.

1019. Have agents a general lien on the property of their principals for work done? *Id.*

1020. What is a lien? Is it a personal right? *Id.* 392.

1021. Liens may be general, special and equitable, give instances of each?

1022. What is the first requisite to a legal lien? *Id.*

1023. How is a lien lost?

1024. What is the general rule as to an agent's authority to bind his principal by deed? *Id.* 283.

1025. Where a master ordinarily sent his servant to buy goods and pay ready money, if he buys on credit, will the principal be bound?

1026. Where a master employs a servant indifferently to buy upon credit, if the servant obtain goods surreptitiously which do not come to his master's use, who will be liable?

1027. Why should the termination of important agencies be notified in the Gazette? *Id.* 283.

1028. In a contract by an agent, in whose name should it run? *Id.*

1029. What effect will the death or bankruptcy of the principal have, as regards a power of attorney? 284.

1030. Will an authority import every thing necessary to execute it effectually?

1031. Must a power of attorney be observed to the letter, without discretionary latitude? *Id.*

1032. Where a third person deals with an agent, under what circumstances only will a principal be discharged from liability? p. 285.

1033. Where an agent does not disclose his principal, may the third party before payment, on discovery, elect to regard, either agent or principal his debtor? *Id.*

1034. Under what state of affairs, will representations by agents bind their principals?

1035. Where money is paid to an agent, in discharge of a security, which is not in his possession, may the party be again liable?

1036. What is the extent of the responsibility of the master? *Id.*

1037. Will he be liable for wilful misconduct? *Id.*

1038. What is the rule as to the benefit that ensues to a principal from his agent's acts?

1039. Under what circumstances will attornies be liable for losses, occasioned by them to their clients? *Id.* 288, Long *v.* Orsi, 18 C. B. 610, Stokes *v.* Trumper, 2 Kay and J. S. 232,

1040. Can an attorney once employed, withdraw himself? *Id.*

1041. Where a solicitor refused to appear for a defendant, contrary to his undertaking, how was the case dealt with?

1042. Where a solicitor is changed by the plaintiff, can he stop him proceeding, until his costs are paid?

1043. Where a subsequent solicitor is employed, will he hold the documents subject to the former solicitor's lien?

1044. Where a solicitor refused to allow a document to be proved for the plaintiff, alleging his unsatisfied lien, how was the case dealt with? *Id.* 259.

1045. Generally a solicitor discharged by his principal, is not bound to deliver up papers in his possession, so long as his bill of costs is unpaid—under what circumstances will an order be made for the delivery of such papers? *Id.* 289.

1046. Where through the exertions of a solicitor, a fund was produced, will he have a lien for costs in that fund?

1047. Has a solicitor a lien upon papers coming to his hands, otherwise than virtute officii?

1048. Where a solicitor takes security for the costs, will his lien upon papers remain?

1049. Will a voluntary release by plaintiff prejudice a lien for costs?

1050. Will a solicitor's lien prevail against parties with antecedent right?

1051. Does a solicitor's lien against a tenant for life extend over, as against a remainderman?

1052. Is the client bound by consent of counsel, acting without instructions?

1053. Where a solicitor institutes unnecessary proceedings, will his client be protected by the Court?

1054. What is the rule as to professional confidence? P. 292. *Id.*

1055. What is the foundation of agency? Broome's Commentaries, p. 534. Kent's Comment. 7th ed. Vol. I. p. 784.

1056. Is the maxim qui mandat fecisse videtur, a correct indication of the liability of the principal? *Id.*

1057. What are the three kinds of authorization to an agent? Broome's Commentaries, p. 536.

1058. What is special agency? *Id.*

1059. What is general agency? *Id.*

1060. How may agency be proved?

1061. Where a particular agent exceeds his special authority, will the principal be bound?

1062. Where a general agent exceeds his authority, how will the case stand?

1063. If such excess of authority be beyond the ordinary and usual scope of the particular business, which the agent is deputed to transact, how will the case stand? *Id.* 540.

1064. Where a person authorises another party to assume the apparent right of disposal of property in the ordinary course of trade, why will the principal be bound? *Id.*

1065. Will payment to a shopman, elsewhere than in the shop, be a discharge as against the principal? *Id.*

1066. Will the authority to an agent, extend to every thing accessary, necessary and incidental to its effective exercise? *Id.*

1067. Where an agent contracts for the purchase of goods as principal, will he incur a personal liability? *Id.* 545.

1068. If the real principal be known to the vendor and he give credit to the agent, can the principal be sued?

1069. If the vendor however debit the principal, can he sue the agent?

1070. A mere agent, ordering goods as such, and contracting orally for another, can he be personally liable in such a contract? If not, why? 549.

1071. In contracts in writing by an agent, how will the question of liability be generally determined?

1072. How do traders inter se become partners? *Id.* 555.

1073. How do traders inter alios become partners? *Id.*

1074. How is a partner liable as such inter alios per Story Partnership, p. 82? Give the five conditions.

1075. Can a partner bind his firm by deed, without authority by deed? *Id.* 563.

1076. From what date will the liability of a partner generally commence? *Id.* 566.

1077. How is partnership liability determined with reference to a retiring partner? *Id.*

1078. Under what rule, will the remedy available to, and the liability, attach at the death of a trading partner to his survivors? *Id.* 568.

1079. Where counsel compromised against without the consent of his principal, what was the result? Swinfen *v.* Swinfen, Jurist, Nov 28th, 1857, page 1111.

1080. Where the principal was personally present and the decree below, made both agent and principal liable, what was the result of the appeal as to the former? Rayson, appellant, 1st May, 1851.

1081. Where a bond had been entered into by an attorney, without authorization by his principal, was the attorney made personally liable? Musst. Khuderon, appellant, 27th August, 1851.

1082. How would the case stand, where an agent or attorney has express authority under seal to execute a deed for his principal? Broome's Commentaries, p. 554.

1083. In cases where the authority of the agent is implied, how far will the enquiry as to whether the particular transaction under which it is sought to bind the principal was done by the agent in that character only, or on his own individual account, be a material question of fact, in determining the liability of the principal? Broome's Commentaries, p. 543.

1084. In cases of implied authority, where an agent has so acted as to bind himself, as where he raises money upon bond, to pay in revenue for his principal, without disclosing that fact in the bond, and executing it otherwise than as agent, what will the true question be, in ascertaining and determining liability? *Id.* 544.

1085. Where a vakeel made admissions in prejudice to his principal, was the principal bound by them, throughout the Courts? Raja Rajnarayon, appellant, 23d December, 1851.

1086. Where an agent in the course of his employment and business receives money, paid in consideration for a lease, and passes it

over to his principal's banker, and the lease falls through, what party will be liable for the money, principal or agent ?

1087 Where the benefit of a loan raised by an agent, without express authority, was exclusively derived by the principal, was this taken as implied authority, so as to discharge the agent ? Srimunt Lall Khan, 29th March, 1847.

1088. A decree of the lower Court, extended to the employers, for damage done by their employees, in destroying indigo plant, which decree was set aside for want of proof of authority, on appeal over, the act having been committed by the servants in the usual course of their employment, what was the result ? 25th of July, 1855. Frith and others, appellants.

1089. An agent gave a bond for the costs of his principal, was the latter bound ? Rajnurayun Singh, appellant, 11th June, 1850.

1090. Where an agent received money from his principal to pay to third party, and appropriated it, was the principal liable ? Prosonath Rae, appellant, 26th June, 1850.

1091. Where goods are supplied to a married woman, what is the proper question of fact ? Reed *v.* Tonble, 13, C. B. 627.

1092. Where pleaders, acting in the supposed interest of their principal, waive objections, will any applications for review be granted on ground of improper waiver ? Sobha Kishen Singh, appellant, 17th January, 1857.

1093. A salt owner was fined, under the salt laws. He appealed on the ground that he was not in possession of the salt, of which his people were in charge, what was the result ? Durgapershad, appellant, 20th December, 1856, summary appeal.

1094. Where a banking agent, entered into arrangements to give beneficial credits in the principal firm, for money paid into the branch bank, and the firm repudiated, what was the result ? Golam Murteza Khan, appellant, 6th January, 1820.

1095. Where by the breaking of the shafts, an injury was done to the plaintiff's horse, did that fact establish a presumption of negligence ? Templeman *v.* Hasden, 12 C. B. 507.

1096. Has a part owner of a ship, a general authority to bind his co-owners for repairs ? Broder *v.* Howard, 17 C. B. 100, 1 Jur. N. S. 1209.

1097. In contracts for necessaries for a ship, to make them binding on the owners, what must be established ? Mackenzie *v.* Porley, 11 Exch. p. 638.

1098. Is the register of the ship of itself conclusive evidence of liability of owner? Myen *v.* Willis, 17 C. B. 77, 18, C. B. 886.

1099. From what relation only will liability, on the master's contract attach to the owner? *Id.*

1100. A pleader in presence of his principal in Court, expressed his readiness to abide by whatever a certain referee should depose to, and the result was adverse, was his appeal repudiating the authority of his vakeel to bind him successful? Gourmohun, appellant, 20th Dec. 1849.

1101. Where the defendant pleaded, to an action for rents, payment to putwary, was the plea a good answer to the action? Moonalall, appellant, 6th April, 1850.

1102. Where in impeaching a proceeding, defamatory imputations were made use of, was the agent or principal held liable for damages for defamation? 11th Feb. 1852, Fuzul Kureem, appellant.

1103. In such a case, would liability attach to the principal, in consequence of the defamatory matter having been within the scope of the agent's employment? Chitty, p. 285.

1104. Or would he be excused on the ground of not being liable for wilful misconduct of his agent? *Id.*

1105. Generally to bind a principal penally for criminal acts of agents, express commands must be proved, how does this rule apply to cases of libel, where the principal, a proprietor of the publication in which the libel occurred, was undoubtedly absent at the time? *Id.*

1106. Where the authority to sign per proc. was not established, was the principal absolved?

1107. Where a pleader admitted the case of the opposite party, which was necessarily lost to his principal, and his conduct in appeal was impeached for fraud, so as to set aside the judgment, what was the ruling as to the remedy? Syud Korban Ali.

1108. Fraud avoids judgments obtained by fraud, is the above ruling at variance with the principle?

1109. Where an attorney produced a fabricated receipt, was this equivalent to an uttering of the principal, propriis manibus?

1110. Where an agent borrowed a definite sum on account of the principals, expended some of it for their benefit, and embezzl-

ed the remainder, was the decree for the whole sum against the principals, in the action by the obligee, affirmed. Musst. Monee Mohonee, appellant, 1st May, 1850.

1111. Where a forged cheque is cashed by a banker, will the loss fall upon the banker or upon the customer? Hall *v.* Fuller.

1112. Where a cheque had been torn up and the pieces were collected and pasted together and cashed, was the banker liable for negligence? Scoley *v.* Rambutton.

1113. What is the effect of crossing a cheque?

1114. What is the legal relation between banker and customer? Grant's treatise, Ch. I.

1115. Is there any thing of a fiduciary character in a banker? *Id.*

1116. Is payment at sight within the essence of the transactions between banker and customer? *Id.*

1117. Are bankers' trustees for their customers, as to their money in their hands? *Id.*

1118. Would limitations lie as against a customer, for a sum in a bank?

1119. How would Cl. 4, Sec. 3, Reg. II. 1805, bear upon such a plea in estoppel of a customer's action?

1120. Where matters are left to an agent's discretion, what is he bound [to do?

1121. Where an agent or servant has received as such, from his principal or master, goods tortiously obtained, will a qualified refusal to give them up, render him liable in trover?

1122. Does a servant undertake all ordinary risks of his service, or will the master invariably be liable, for injuries rendered by a servant in performance of his customary duty? Degg, administrators, Jurist, Feb. 21st, 1857.

1123. Will a master's liability extend to unforeseen providences, beyond the reach of ordinary precautions? *Id.*

1124. Where the injury is caused by the wilfulness, carelessness or negligence of the servant, how will the case stand. Caswell *v.* Worth, 2 Jur. 116.

1125. Where the servants employed are persons of ordinary skill and care, will their employers be liable for injuries caused by them to their fellow workmen or others? *Id.* Also Wegget *v.* Fox, 2 Jurist, N. S. 955.

1126. Is it a rule of law that an agent contracting for a foreign principal is personally bound? 2 Jurist, N. S. 1049, Green *v.* Kophe.

1127. How, in every case, is the liability to be determined? *Id.* 10.

1128. What is the general responsibility of a master, in protection of his servants, from injuries, in discharge of their duties? Brydon *v.* Stewart.

1129. Where a master takes precautions against accidents of ordinary occurrence, will he be liable for negligence, by omission to take precautions against extraordinary occurrences? Blyth *v.* Birmingham water works Q. 2 Jurist, N. S. 333.

1130. How is negligence per Alderson J. defined?

1131. How may an agent become personally liable? Tanner *v.* Christian, January 23rd, 1855, Jurist, 9th June. *Id.*

1132. Where a master employs unskilful labourers and an injury results to a fellow workman, will he be responsible? Tarrant *v.* Welb, 18, Q. B. 797.

1133. Where agents contract for principals, how may the former avoid all inconvenience of personal liability? Jurist, pp. 1095-96, November 22nd, 1856.

1134. Where an agent contracts under an authority, the cessation of which is unknown to him, will he be personally liable? Smout *v.* Ilbery, 10 M. and W. 1.

1135. Where he never had authority, how will the case stand?

1136. Where an agent professedly enters into a contract, binding his principal only, can he be sued upon the contract?

1137. But where professing to be agent, he actually was the principal, how would the case stand? Jenkins *v.* Hutchinson, 13, Q. B. 744, Lewis *v.* Nicholson, 21, L. J. 2, B. 311.

1138. Where an agent contracts as an agent, without authority, what will be the remedy against him?

1139. Where a bill was accepted by an agent per procuration in the belief that the drawee would sanction it, which he did not, was the agent sueable upon it? Pohill *v.* Walter.

1140. Where a party, who contracts in his own name by seal, though he states that he contracts for another, will he be liable?

1141. If so, why?

1142. Although, an agent state that his contract is on behalf of another, how will the case stand, if he signs it in his own name exclusively?

1143. Where such contract contains stipulations to be individually performed by the agent, how will the case stand?

1144. Where the act stipulated for, could only be performed by the principal, how would the case stand? Lewis *v.* Nicholson, 21, L. J.

1145. Where, if the agents were not liable, there could be no remedy against any one for breach, how would the case stand? Wilson *v.* Zulueta, 14, Q. B. 405.

1146. Where a vendor deals with a foreigner, the presumption is that he deals with the bargainor agent, will the presumption of law overcome the plain intention of the parties, and the words of the contract? Green *v.* Kophe, 2 Jurist, N. S. 1049.

1147. Is Mr. Justice Story correct in his work on agency, that agents for foreign principals are liable as an invariable rule of law?

1148. What was settled in Mahoney *v.* Kekule (14, C. B. 390) upon this branch of the law of principal and agent?

1149. Where property was illegally taken and sold by an agent, and the proceeds appropriated in satisfaction of the debt due by the plaintiff to the firm, was the firm bound? Gungagobind Singh, appellant, 22d March, 1853.

1150. What is the rule as to liability by boardinghouse-keeper, for loss of the property of his guest, through the negligence of his servants? Daney *v.* Richardson, Jurist, August 19, 1854.

1151. Would robbery be a vis major, in exemption of liability?

1152. What is the purport of J. Denman's remarks as to the general liability of employers? Ellis *v.* Sheffield Gas Works, 18, Jurist, 146. Phillips's Law of Evidence p. 476, C. 10.

1153. Where a contractor employs another to do a thing, which may be done in a legal manner, and which the servant does in an illegal manner and creates a public nuisance, will he be liable for injury resulting from such act? Peaches *v.* Rowland, 13, C. B. 182.

1154. Under what circumstances will an employer be liable for injury caused by a contractor or his servants, employed by him? Ellis *v.* Sheffield Gas Company.

1155. Where costs had been incurred in an action, against a principal, for goods supplied by an agent without authority, in an action against the agent for the value of those goods and the costs of the vendor's action against the principal, what was the result? Randall *v.* Tremer, 18, C. B. 786.

1156. Where a holder of a policy, voidable if the insured went beyond certain limits without license, on paying the premium,

informed the local agent that the insured had gone to Canada, and was told that this would not avoid the policy, what was the result of a plea, in avoidance of the policy on that ground? Wing *v.* Harvey, 18 Jurist, 194.

1157. Will a power to a land agent "to manage and superintend" estates, authorize him to grant customary leases so as to bind the principal? Pears *v.* Sneyd, 17 Beav. 151.

1158. Where an owner of a cart, contracted to carry goods, and the plaintiff, by permission of the servant, rode in that cart, which broke down and the plaintiff was injured, was the master liable? Lygo *v.* Newbold, 9 Exch. 108.

1159. Will a master be responsible for negligence of his servant when not engaged in the business of his master? Mitchell *v.* Grasswalter, 13 C. B. 297, Patten *v.* Rea, Jurist, May 25th, 1857.

1160. Where an agent, without authority, granted a lease, and upon an action by the lessee, against the principal, his action failed, what was the result of his action against the agent, to recover costs of the former suit and money laid out in the farm?

1161. In actions against the master, for injuries done by the servant, per Williams, J., what is the real and primary question for consideration? Patten *v.* Rea.

1162. Where a firm repudiated the bills drawn by their agents, Indigo planters, under which money had been obtained, as in previous years and the factory carried on and the produce received by the firm, what was the issue of the appeal by the principal against the decree of the lower Court? George Ashburner, petitioner, July 25th, 1849.

1163. Where one of three trustees, managed the testator's farm, what was his capacity in account, with the other two trustees? Toples *v.* Hurrel, 19 Beav. 423.

1164. Where a principal appealed in repudiation of the acts of his vakeel, under express authorization, what was the result of his appeal, Sheikh Burkut Hossein, appellant, March 22nd, 1842.

1165. The principal directed his agent by letter to save his estate as best he could from impending sale. The agent obtained the money on bond, without disclosing that he borrowed from his principal, and a decree making the agent personally liable

was set aside in the lower appellate Court, what was the eventual ruling in special appeal? Bridgmohon, appellant, 4th Feb. 1857.

CHAPTER XXIII.

1166. In an appeal, will the Court look beyond the record? Broome's Leg. Maxims, p. 121.

1167. Where a particular instrument of a prior date was relied upon, but of which no mention was made in subsequent deeds, what degree of credibility attached to it? Kirut Chunder, appellant, 17th April, 1851.

1168. Where the plaintiff claimed certain lands under a sunnud, which was not produced in Court, and obtained decrees in the lower Courts, what was the result of special appeal by the defendant? Mahomed Akbur, 27th April, 1851.

1169. Where a deed was set up in opposition to an execution purchaser, of which nothing had been heard for the eighteen preceding years, and the usual registration of the transfer had not been made, how was the claim founded upon it regarded? 16th May, 1854, Sookhmonee, appellant.

1170. Where a putnee was similarly set up, the putneedar not having appeared in opposition to the sale, when it was advertized and where his bill of sale had not been registered, coupled with other circumstances, indicating mala fides, what was the result? Caleecant Lahory, appellant, 27th March, 1850.

1171. The plaintiff sued under a deed, by which, foreclosure and possession absolute under judgment recovered, were cancelled in his favour, by the mortgagee defendant. Of this the attorney in the case had no knowledge; no power of attorney to register the same had been executed—no security for performance given or required; no steps to stay execution taken; what was the issue? Aunund Chunder, appellant, 22d April, 1850.

1172. Where an application for review rested upon account-books, tendered for the first time, was it granted? 3d January, 1851, Lohram, appellant.

1173. Where an application was similarly preferred resting upon new pleas, was it granted? Cheyt Singh, appellant, 3d Jan. 1857.

1174. Where an application was similarly preferred resting upon new subject-matter? Olliffe, appellant, *Id.*

1175. Where the authority of an agent was impeached, and in support a copy of the power was put in, no adequate reason for the non-production of the original one, being established, what was the result of the plaintiff's action against the principal? Roy Prankishen Mitter, 29th November, 1856.

1176. Where a settlor of a fund to himself for life, with powers to trustees, to make advances to his children at his request, which were made, and the settlor advanced to other children out of his independent resources, were those advances deducted pro tanto out of their shares, no directions or expression of intention being in existence? Samuel *v.* Ward, 2 Jurist, N. S. 962.

1177. Will the Court go behind an award to determine upon what principle it is made? Armitage *v.* Walker, 2 Jurist, N. S. 13.

1178. Must a parol addition to an agreement be established beyond doubt or ambiguity, before a Court of equity will carry it out? Vonillon *v.* Slates, 2 Jurist N. S. 845.

1179. Where a person seeks to establish against a third party, representations made to him upon his marriage, what must he prove?

1180. Where a paper was referred to in a codicil but not produced at time of execution, although of previous date, was it admitted to probate? Pembroke *v.* Montgomery, 2 Jurist, N. S. 526.

1181. Where a paper called by the testatrix a codicil, was not in existence at the time the will was executed, was it incorporated in the will and admitted to probate?

1182. Must parties at the hearing of a cause, have all necessary documents with them? Gallemore *v.* Gill, 2 Jurist, N. S. 1178.

1183. Will the Court in appeal take up any fact which has not been pleaded below? 5th July, 1852, Sheo Suhaye *v.* appellant.

1184. Where the decree of the lower Court recited a deed, which had not been filed and was not included in the Schedule as an exhibit in the cause, what was the issue of the appeal? Musst. Kumubba, appellant, 26th June, 1852.

1185. Where the nature of a tenure was in issue, as to whether it was descendible to heirs, and at the conclusion of the trial a

letter purporting to have been written at the time of the grant by the grantor, saying that the omission of express words, was immaterial, was tendered in evidence, but of which no previous mention had been made, was it admitted? Amerunissa Begum, 25th July, 1853.

1186. Where in special appeal a set of invoices were put in, of which no mention had been made in the appeal below or in the lower Court, what was the result? 27th April, 1847, Ranee Bowon Mahee, appellant.

1187. A kistbundee or instalment bond, was put in on appeal, on the grounds that the appellant had not been called upon to produce it in the lower Court, was it admitted? Rajah Mahtabchunder, appellant, 26th May, 1847.

1188. Where a deed purporting on the face of it to have been registered by the Cazee, was not traceable in the monthly register of deeds, registered, was it valid? Bhya Bogwan Deo, appellant, 14th May, 1850.

1189. Where a discharge in full was pleaded to an action by a pauper, which could have been pleaded originally when the admission of the pauper's action was in lite, was it valid? Tulleb Ali Naye, appellant, 7th March, 1853.

1190. Where a kabeenamch was pleaded, but not produced, what was the result of the plea? Edu Begum, 26th March, 1853.

1191. Where a material deed was not produced and on the day of trial, a postponement was requested and disallowed, what was the result of appeal? Hursoondrie Choudrain, appellant, 30th March, 1853.

1192. Where an objection which might have been taken in the Court below and cured, but which has not been taken, will the objection raised in appeal be entertained—what is the rule? Moore's Indian Appeals, Vol. III. p. 242, Ram Rutton Roy, appellant, 24th September, 1850.

1193. Where to an action, satisfaction from the usufruct, was pleaded, and in proof, a set of accounts purporting to have been signed by the plaintiff, was put in, but of which no mention was made in the pleadings, what was the issue of the action? Sudha Narayon Roy, appellant, 8th February, 1847.

1194. What is the rule as to admissions of review upon new evidence or matter, within the knowledge of the parties during the pendency of the original action? Chitty, p. 1112.

CHAPTER XXIV.

1195. What are covenants running with the land? Broome's Leg. Maxims, p. 552.

1196. How do profits, fix responsibility of partners, in an action by third parties? *Id* 554.

1197. Can a party adopt that part of a contract which is beneficial to him and reject the remainder? *Id.* 555.

1198. What is the Scotch doctrine of reprobate and approbate, analogous to? *Id.* 558.

1199. Can a person accept a gift, and avoid its conditions?

1200. Will the burden carry the benefit—the liability to loss carry the right to profit?

1201. A master of a ship, was entrusted by a party, with a sum of money to be laid out in a certain manner, which the master spent in repairing his owner's vessel, purchasing necessaries and payment of the seamen's wages, and the master gave him a bill of exchange upon the owners, who repudiated the bill and the transaction, alleging that their master had been supplied with adequate funds, how was the action against the owners determined? Ashmall *v.* Wood, 2 Jurist, N. S. 827.

1202. Where an annuity was contingently secured upon landed estate, and there was a sufficient personal estate, was the former discharged, 2 Jurist, N. S. 145.

1203. Where a sale of an estate in discharge of liabilities incurred by widows for necessaries &c. was impeached by the plaintiff, who was adopted subsequently, and failed to show that no liability attached to the estate for debts so incurred, what was the issue of the action? Hurocoomar Rae, appellant, 25th February, 1850.

1204. A party improperly registered as proprietor, borrowed money, to save the estate from sale, was the real owner liable? June 5th, 1821, Gopeechoron Paul.

1205. Will a debt attached by a judgment creditor be subject to prior claims?

1206. In such an attachment, what only can be attached?

1207. Is an attachment of the debt in the nature of an execution?

1208. Will an attorney's lien for costs, have priority over a creditor attaching a debt?

1209. A mortgagor sued in redemption, during which he aliened property and became insolvent, neither his assignees nor alienee were made parties and the mortgage foreclosed—was this binding on his assignees—was this binding on the alienee pendente lite? Wood *v.* Surr. 19, Beav, 551.

1210. In a settlement, certain endowment charges, charged upon the land, were allotted, which the party discontinued to pay, appropriating them, what was the result of the action?

1211. Will specific legatees of shares be liable after the testator's death, for payment of calls? Or will the personal estate be liable? How is this determined? Armstrong *v.* Bennet, 20 Beav. 424.

1212. A testator first provided that all his debts should be paid, next made specific devises, then gave to his wife a house and appurtenances for life, and the rest and residue of his real and personal estate to his wife, his sole executrix, in what order were they charged for debts?

1213. Where a guardian to save his own and his ward's estate, borrowed money, was the plea by the latter of minority, a valid answer to the action by the obligee? Bisesur Dutt, appellant, 19th May, 1852.

1214. An assistant to an Indigo concern sued to recover wages outstanding against the purchaser, and obtained a decree, what was the result of the appeal?

1215. Where a decree passed against joint tenants of the actual obligors, was the plea that they had not executed the bond, valid in face of the proof, that the money had been disbursed in furtherance of the common advantage? Buldeo Singh, appellant, 10th May, 1855.

1216. The testator gave his real estate and general residue to his son, subject to the payment of a certain sum by instalments to his grandson, and several instalments were so paid and on the exhaustion of the personal estate, the son refused to make further payments, what was the result of the action to enforce payment? Preston *v.* Preston, 2 Jurist, N. S. 1040

1217. What was the result of a zemindar's action for rents against the purchaser of an Indigo factory? Motee Lall Seal, appellant, 16th January, 1856.

1218. Subject to what liabilities will the purchaser, in execution, acquire the property he buys? Bode Narayon, appellant, 29th March, 1853.

1219. Where a sale of an estate was cancelled, because it was already mortgaged, what was the result of the appeal? 7th March, 1853, Musst. Madhoo, appellant.

1220. When wheat during the voyage increased in bulk, how was the payment of freight charged?

1221. Where the laws were silent as to whether the zemindar or farmer should pay certain charges in connection with maintaining the village dawk, how was the case disposed of? Abbott, appellant, 29th May, 1847.

1222. A party sued in prëemption and obtained a decree, subsequently his property was resumed, and the settlement was made with the proprietor's and not with the plaintiff's vendors. He applied for a return of the price deposited in prëemption suit, what was the result? Sheikh Soofun, appellant, 1841, May 4th. Summary appeal.

1223. Where a creditor insures a debtor's life, and charges him in account with the premiums which remain unpaid, will the creditor or the representatives of the insured, be entitled to the beneficial residue in the policy?

1224. What is the distinction between an assurance to pay a debt and an insurance to secure an annuity? Law Magazine, August, 1856.

1225. Can the grantee recover the amount of such premium from the grantor?

1226. What is the object of an insurance upon the grantor's life?

1227. Where a creditor secures a debt by an insurance upon the debtor's life, will he be entitled to the benefit of the policy?

CHAPTER XXV.

1228. Where a man doing a lawful act, unintentionally injures another, will he be liable in a civil action?

1229. Is the intention or only the actual injury, regarded in the civil Court?

1230. What is the difference between the civil and criminal Courts, as regards the intention with which a wrong is committed? Broome's Legal Maxims, p. 275.

1231. To constitute a crime must the intent and the act both concur? *Id.*

1232. What is the right of riparian proprietors to running water passing through their estates? *Id.* 277. Sampson *v.* Hoddurote, Jurist, March 21st, 1857.

1233. What is the rule as to negligence and liability for injuries arising in consequence? *Id.* 287.

1234. What is the rule as to injuries arising from unavoidable accident?

1235. Has the owner of a right an unqualified right to draw it for agricultural purposes? Ranshon *v.* Taylor, 11. Exch. 369.

1236. Will burning bricks on a man's own ground so as to be offensive to a neighbour, be a nuisance restrainable by injunction?

1237. An elector, having both an interest and a duty, memorialized the Secretary of State for the Home Department, attributing to a magistrate, acts of violence during an election, was such memorial a privileged communication?

1238. A first mortgagee under a power of sale, sold and notified to the other mortgagees, but he was ready to pay over the balance. The second mortgagee requested him not to do so, until disputes between the incumbrancers were settled, upon which he paid the money over to his bankers, where it remained unproductive for years—was he liable for interest?

1239. Where an independent process of manufacturing an article, for the manufacture of which in another way, a patent had been previously obtained, was an application for a patent granted? Booth *v.* Kennend, 3 Jurist, N. S. 21.

1240. Where the specifications were so similar as to destroy all pretensions to novelty, was the application valid? Bush *v.* Fox.

1241. Where a patent for the use of a known substance described by its specific name had been obtained, and it was discovered that the use of two other equally well known substances would produce the same effect, was the action by the previous patentee for the violation of the patent sustained? Unum *v.* Heath, 2 Jurist, N. S. 1029.

1242. Where a new method of accomplishing a well known object, was discovered, had a previous patentee any right of action against such discoverer? Borile *v.* Prome, 11 Exch. 718.

1243. Where a board drained away the sewage of a town into a private stream, into which the sewage from a few houses only used to fall, and set up a prescriptive right in consequence, was this plea a valid answer to the plaintiff's action? Attorney-Gen. *v.* Luton Local Board, 2 Jur., N. S. 180.

1244. Where an execution purchaser bought the rights and interests of the judgment-debtor in one-third of the joint family mansion, and the judge gave a general possession, how was the case disposed of in appeal, with a view to specific possession? Kesubnath Ghose, appellant, 25th August, 1853.

1245. Where a mortgagee, whose remedy was in possession, on default of his mortgagor, sued to recover his money, the mortgagor, having allowed the estate to be sold in execution, what was the issue? Purlhad Singh, appellant, 30th June, 1853.

1246. Where goods sequestrated, perished in the hands of the sequestrator and through his negligence, was he responsible? Omakanth Shah, appellant, 10th Feb. 1853.

1247. How would that case have stood, had the loss occurred through inevitable accident?

1248. What is the right of a ryot planting trees on his own jote lands? Maharajah Tarucknath, appellant, 25th April, 1855.

1249. What is the general rule as to the property in timber? Broome's Legal Maxims, p. 298.

1250. What is the general rule as to the property in bushes and underwood? *Id.*

1251. If timber be blown down by the wind, will it belong to the proprietor or his lessee? *Id.*

1252. Will any attention be paid to mere fastidiousness or vota delicatorum, so as to sustain actions for nuisance?

1253. Where an employer endorsed disparaging remarks upon his late servant's license, which prevented his re-employment, was his action sustained? Rogers *v.* Macnamara, 14, C. B. 27.

1254. Where a tenant for life or a term, destroys or does not maintain, the boundaries, so that the tenancy lands cannot be distinguished from his own, how will the case be dealt with? Attorney-Gen. *v.* Stephens, Jurist, N. S. 51.

1255. Under what circumstances may the true owner take back his goods from the reputed owner, and bankrupt? Graham *v.* Fenber, 18 Jurist, 61.

1256. Where a sewage drain constructed twenty years previously burst and injured the plaintiff's goods in the cellar, was the landlord answerable for the damage sustained by his tenant? 18 Jurist, 332, Aldon *v.* Grant.

1257. May a private nuisance extend both to the person and the property of an individual?

1258. What is the amount of personal inconvenience that would justify the interference of a Court of law in abatement of a nuisance? P. 722, Broome's Commentaries, personal torts.

1259. Where the judge ordered the removal of a hât or market, on the ground of its being newly established, was the order supported? July 22nd, 1840, Dhun Khan, appellant.

1260. A railway passed within a few yards of a gentleman's lodge, across a public road, causing constant stoppage, frightening his horses and alarming the ladies; was this an inconvenience, sufficient to support his action for damages? Caledonian Railway Company *v.* Ogilvy, 2 Macq. H. L. Cas. 229.

1261. Is a joint right of ownership divisible or indivisible so as to bar alienation? Menzies *v.* Macdonald, 2 Jurist, N. S. 575.

1262. What is a bank note? Broome's Commentaries, pp. 466, 467.

1263. Will the property in it, pass by delivery for value? *Id.*

1264. Is a bank note cash, passing as such? *Id.*

1265. Is a transferee for value entitled to hold it as against the real owner? *Id.*

1266. Can bank notes be followed, by those who have lost or been swindled out of them, against bonâ fide holders? Chitty, bills of exchange, pp. 675, 676.

1267. If found upon the thief will they be restored to the real owner? Roscove Dig. Larceny, p 644.

1268. Can a party taking a negotiable instrument bonâ fide, but incautiously recover on it? Raphael *v.* Bank of England, 17 C. B. 161.

1269. Where the owner kept a savage dog tied up and another person let it go, and it destroyed sheep, was the owner liable? 2 Macq. H. L. Cas. 14.

1270. Will the Court pay the same regard to the finding of an arbitrator as to the fact of nuisance, as to the verdict of a jury? Broadbent *v.* Imper. Gas. Company, 2 Jurist, 1132.

1271. Where there is no suspicion of rivality in trade, will the Court look less carefully to the question of inconvenience, and rather regard the actual wrong-doing, in a question of nuisance?

1272. Where a damage might be met pecuniarily, will that plea stop an injunction?

1273. Where a cheque payable to bearer was crossed, with the name of a banker, made by either drawer or bearer, was its negotiability affected? Carton *v.* Inland, 2 Jurist, N. S. 39.

1274. What is marshalling of securities?

1275. A creditor has a lien upon his debtor's estates—another creditor has a lien only upon one of them, and if the other creditor satisfies his lien from that, the second creditor will be without assets, how will the securities be marshalled? Story 633, 342. 2. Sp. 834. Smith's Manual, Eq. Jurist, p. 281.

1276. What is marshalling of assets? Story, pp. 558, 560, 561. 2. Sp. 827. Smith's Manual, pp. 224, 225, 226, 227.

1277. May a second mortgagee of property, included with other property in a first mortgage, compel the first mortgagee to proceed against that property of the common mortgager which is not included in the second mortgage? Lawrence *v.* Galsworthy, &c. Jurist, N. S. November 7, 1857.

1278. Where a plaintiff had a right of action, which could only be enforced to the prejudice of several other co-sharers, how was the action disposed of? Williams *v.* Salmond, 2 Jurist, N. S. 251, 2 Kay and J. 463.

1279. Where a person was no party to a previous suit, in which a decision prejudicial to his interest, had been passed, sued to establish his rights, and which action was held to be estopped by the previous judgment, what was the issue of the appeal? Ramchoron Roy, appellant, 30th August, 1852.

1280. A person interested in a property who had been no party to a possessory action, sued in establishment of his own interest, which action was rejected, what was the result of the appeal? Doorgachoron Sen, appellant, 14th September, 1852.

1281. What parties only will be bound by awards of arbitrators? Ali Khan, appellant, 12th May, 1846.

1282. Where a party had been convicted under an indictment for obstructing a high-way, was such conviction an estoppel to his action against a third party? Petree *v.* Nultali, 11 Exch. 569.

1283. Will the security of a bonâ fide creditor be affected, without notice, by transactions inter alios, of a questionable character? Cobbett *v.* Brock, 20 Beav 524.

1284. Where one of several defendants was no party to a compromise by them, was his appeal prejudiced? 2nd January, 1839, Coll. of Chittagong, appellant.

1285. How far is submission to a distress for rent, evidence of the distrainer's title? Cox *v.* Knight, 18 C. B. 645.

1286. Were parties in possession, who were no parties to a consent foreclosure in the Supreme Court, bound by that decree? Sept. 27th, 1853, Deverinne, appellant.

1287. When will a judgment bind strangers?

1288. Will the evidence of a witness in a cause, be made available in another cause inter alios? Best's Principal, § 488.

1289. In conspiracies, will the doctrine apply, that each conspirator is the agent for the others, so as to make a declaration by one, evidence against the others? *Id.* p. 584.

CHAPTER XXVI.

1290. Who is an assignee? Broome's Legal Maxims, p. 351.

1291. What is the distinction between an assignee and a deputy? *Id.*

1292. What amount of interest can be assigned? *Id.* 352.

1293. What is the distinction between absolute property and special property? *Id.* 361.

1294. What are trusts executed as compared with trusts executory? Chitty, 579.

1295. Will equity supply the defective execution of a power in favour of a purchaser, creditor, wife or child? *Id.* 581.

1296. Will equity interfere in cases of non-execution? *Id.*

1297. Will excess of power, void the appointment entirely? *Id.*

1298. A lakhirajdar applied for the settlement after resumption and gave a fixed lease of the same. His widow sold the right to settlement, and her vendee diseised the fixed lessee, what was the result of his action? Butook Singh, 5th December, 1850.

1299. Where the ryots denied the right of their talookdar which the zemindar admitted, was it necessary to the talookdar to establish his right to sue for rent? Nobokishen Bhose, appellant, 19th September, 1850.

1300. Where a zemindar created a putnee and assigned over all his proprietory rights, did the right to resume invalid under-tenures pass by assignment?

1301. Are grants rent-free under Sec. 8, Reg. XLIV. 1793, binding on subsequent proprietors? Hurreemohon Dass, appellant, 18th August, 1847.

1302. Will an official assignee, under letters of administration, have any summary advantage against parties in possession? O'Dowda, appellant, summary appeal, Sept. 7th, 1844.

1303. What is the effect of resumption, upon tenures created by the lakhirajdar prior to resumption? Mohont Sheo Das, appellant, 2nd May, 1850.

1304. Has a purchaser in execution any right to cancel subsisting engagements, between the judgment-debtor and his under-tenants, in the estate sold in execution? Sivchunder, appellant, 3rd April, 1850.

1305. To what parties only does Act V. 1812 apply, as regards enhancement of revenue?

1306. To what estates only does Act V. 1812, apply?

1307. Will payment of rent to a wrong party be a valid plea to the action of the party really entitled?

1308. Where a defaulting proprietor bought the estate, what bearing had that fact upon his claim to annul the subsisting tenures, as an auction purchaser at a sale for arrears of revenue?

1309. Will a lease by the Court of wards, in charge of an estate of a disqualified landholder, be effective as against a subsequent auction purchaser? 20th June, 1855, Nuzir Ali Khan, appellant.

1310. To what extent is an executor protected against loss, in carrying on the business of the testator? Colunion *v.* Lester, 20 Beav. 356.

1311. Where the legatee of a promissory note was convicted of felony, did the forfeiture stop the executor's right to sue? If not in what capacity could he sue? Bishop *v.* Curtes, 18, Q. B. 878, 17 Jur. 23.

1312. Is the purchaser of land bound by all the equities the tenant could enforce against the vendor? Bamhart *v.* Greenshields, J. Moore, P. C. C. 18.

1313. Will the equity of the tenant extend beyond mere tenant interests, to collateral agreements? *Id.*

1314. Is possession of a tenant, notice to a purchaser, that he has some interest in the land, so as to cast the duty of enquiry upon him? *Id.*

1315. Will assignment by a foreign author of copyright, according to the law of his country, vest in the assignee a copyright which will be recognised in England, as prohibiting publication? Jeffery *v.* Boosey, 23 L. J. Exch. 350.

1316. Where the sale of a chose in action was set aside against the purchaser, will it fail also, as against those claiming under him? Barnard *v.* Hunter, 2 Jur. N. S. 1213.

1317. Can a purchaser of a chose in action be in a better position than his vendor? Brandon *v.* Brandon, 2 Jurist, N. S. 981.

1318. What is a chose in action? Chitty, 598.

1319. May a person sell his right of action under the old common [law? *Id.*

1320. Are bills of exchange, bills of lading, promissory notes, exceptions to the rules interdicting the transfer of choses in action? *Id.* 599.

1321. Will Courts of Equity protect the assignment of a chose in action, as much as those of a chose in possession? *Id.* 599.

1322. Where the property and right of possession are in one man, and the possession in another, and recoverable from him, is that a chose in action?

1323. Is a chose in action, assignable for valuable consideration? Sidney Smith's Principles of Equity, p. 273.

1324. Will such assignment prevail against the assignor's assignees in bankruptcy? *Id.* 273.

1325. Where goods are still in possession of the assignor, will the assignment be good as against creditors? *Id.*

1326. Under what liabilities does an assignee take his assignment of a chose in action?

1327. Is a purchaser from a tenant bound by the terms of his lease? Wilmot *v.* Rose, 18 Jurist, 518.

1328. An executrix recovered judgment against her testator's debtor, which was lost by delay in execution, he having become bankrupt. She was allowed to compound or grant time, did devastavit lie against her? Ratcliffe *v.* Winch, 17 Beav. 217.

1329. Will reservation in a composition deed against a surety, be a continuance of the surety's right to be indemnified by the debtor, his principal? Close *v.* Close, 4, A. G. Marc 9. G. 176.

1330. Where value is given for a blank acceptance, is the authority to fill it up being coupled with an interest, revoked by death? Hatch *v.* Scarles. 2, Sm and G. p. 147.

1331. What is a blank acceptance evidence of? *Id.*

1332. Where there is no such interest—will the authority to fill it up and negotiate it, terminate it at death? *Id.*

1333. The proprietors of an insurance company under the deed of the settlement, were liable to the extent of their shares. Amount of capital £50,000; amount of shares £50. The full amount of shares not paid What was the liability of the proprietors to the insured? Evans *v.* Coventry, 2, Jurist, N. S. 557.

1334. The plaintiffs were eleven of the insured, were they entitled to represent the whole body, nearly 2000? *Id.*

1335. The defendants were ten out of eighteen proprietors, the others not being ascertainable, was the action sustained? *Id.*

1336. What was the extent of the liability of one of the defendants, holding shares, as the legal personal representative of the former proprietor? *Id.*

1337. A number of persons joined together in a concern and appointed a committee to carry on the undertaking, could any one of the members, as against the others dissentient, insist upon the undertaking being carried on, however unadvisable? Bard *v.* Ross 2, Macq. H. & Cas. 61.

1338. How only can the powers of such committee be discontinued? *Id.*

1339. An executor sold his testator's book debts, what are the purchaser's rights as against the debtor's, with respect to the sums outstanding against them? Chick *v.* Blackmore, 23, L. J. Chanc. 622.

1340. Was a transferee of a claim, pendente lite, shut out from adjudication upon it, by reason of such transfer? Jysene Coer, 24th December, 1847.

1341. Government purchased an estate sold for arrears of revenue and made a settlement with its own tenant, what was the result of an action against that tenant and the Government, for the settlement? G. P. Urre, appellant, March 3, 1856.

1342. Is land perpetually hypothecated to Government for the revenue imposed upon it? Sec. 29, Reg. XI. 1822. *Id.*

1343. What must a party claiming as against a purchaser under such sale, establish? *Id.*

1344. What is the doctrine of relation back to the times of the decennial settlement, as to the rights of auction purchasers

at sales for default of revenue? Bhurut Singh, appellant, 16th September, 1852.

1345. Under what circumstances will the auction purchaser make his collection at pergunnah rates? Secs. 5, 6, 9, 10. Reg. V. 1812.

1346. Where tenants and others are not within the protected classes, as per Sec. 26, Reg. I. 1845, how will such collections be regulated?

1347. May a transferee establish his vendor's title, without making him a party to the case? 28th September, 1852. Alionissa Begum, appellant, and other cases.

1348. Where a party purchases an estate at a sale for arrears of revenue, will he be liable for outstanding liens against that estate? October 5th, 1852, Punchanund Bose, appellant.

1349. Does such purchaser derive his title viâ the defaulting proprietor or directly from Government? *Id.*

1350. A proprietor of $\frac{11}{16}$ths had acquired $\frac{8}{16}$ths by purchase at a revenue sale and $\frac{3}{16}$ths at an execution sale, and sued to resume a lakhiraj tenure, to which limitation was pleaded, applicable to $\frac{3}{16}$ths, inapplicable to $\frac{8}{16}$ths, which plea was disallowed, what was the result of the appeal? Ablaq Rae, appellant, 22d May, 1856.

1351. How does the purchaser of an estate, sold to make good the revenue arrears of another estate, stand? 10th June, 1852. Fuckere Chand, appellant.

1352. Where an auction purchaser surrendered his purchase at a revenue sale to the defaulting proprietor, did he merely acquire the privileges of an auction purchaser? 2nd July, 1850, Watsons, appellant.

1353. The plaintiff, held under a mocarrarecdar, and after resumption, entered into engagements first with the zemindar and when Government acquired the estate, with Government. The resumption was annulled. He sued to establish his position under the new engagements; what was the result? Mahomed Aza, appellant, 17th January, 1852.

1354. Will mere delay in suing for the principal justify an order refusing to the plaintiff interest? Bulnath Sahoo, appellant, August 7th, 1820.

1355. Where interest is accessary and incidental and customary, will it be within the proviso of Act XXXII. 1839?

1356. Where the title of the principal, to which the special appellants were merely accessaries, had lapsed, as per conclusive judgments, what was their locus standi in appeal? Roy Prankishen Mitter, appellant, 29th June, 1852.

1357. A stipendiary allowance was charged upon the land, which the zemindar grantor subsequently sought to withdraw and failed in an action The land was subsequently resumed, the grantor sued to recover against the grantor's representatives as a personal charge, what was the result? Roy Mokondkishore, petitioner, June 30th, 1841.

1358. A lessor limited in estate gave an unlimited lease. His lessee sued to recover mesne usufruct, calculated at the full extent of his lease, and failed in the lower Courts entirely, by reason of his lessor not being entitled to that extent, what was the result of special appeal? Leakut Hosene, 17th March, 1852.

1359. Where a lessee received rents properly payable to the sub-lessee, saying he would credit him pro tanto, was this payment a discharge as against the sub-lessee? 23rd Nov. 1852, Gobind Buckut Ram, appellant

1360. An estate was about to be sold for arrears of revenue, a party advanced the money upon loan, sued and recovered against the obligor, and sold the estate in execution. The purchaser sought to eject a lessee of the late proprietor, and obtained a decree, the sale in question being construed as having all the effects of a sale for arrears of revenue, what was the result of appeal? Roy Mokondkishore, petitioner, June 30th, 1841.

1361. A lease contained a covenant to repair, was the action by the lessee against the lessor's assignee sustained? Smith *v.* Peat, 9 Exch. 161.

1362. Where a party directs another generally to pay a third party, and he consents to do so, having money of his principal in the hands, will the action by the payee against the consentee, be sustained? Monell *v.* Woottur, 16 Beav. 197.

1363. Where a party directs another out of funds in his hands to pay a stated sum to a third party, will this amount to an equitable assignment, so as render the assent of that party unnecessary? *Id.*

1364. A retiring party, took from his partners a security, which he assigned for value. How did his assignees stand, with

reference to a right of set-off, by the continuing partners on account with the retiring assignor? Smith *v.* Parbes, 16 Beav. 115.

1365. Where an indorsee of a blank bill of exchange transferred the same by delivery, without fresh indorsement, what does the transferee take as against the acceptor? Tanclough *v.* Pavia, 9 Exch. 690.

1366. On payment of his bill, in what order is a solicitor bound to restore his client's papers? N. W. Railway Company *v.* Shab, 18 Jurist, 564.

1367. What is the remedy of a holder of a bill, who without notice of suspicious circumstances took a bill, as against the drawer. Hatch *v.* Scarles, 23rd L. J. Chanc. 467.

1368. What are the rights of a surrenderee mortgagee, as regards the entire interests of his surrendering mortgagor? Omakanth Sahoo, appellant, 10th Feb. 1853.

1369. A creditor gave an order upon his debtor, in favour of another party—the debtor did not accept, what was the result of the action of the payee against the drawee, with reference to plea of non-acceptance? 17th February, 1853, Bundoo Mahter, appellant.

1370. Where a drawee refuses to accept a bill, will the payee after notice have a right of action against the drawer? Broome's Commentaries, p. 457.

1371. What is effect of the refusal of the drawee to accept? *Id.* 457.

1372. Must the payee give immediate notice to the drawer, of the drawee's non-acceptance? *Id.*

1373. What is the precise nature of an acceptance? p. 458, Broome's Commentaries.

1374. A testator bequeathed the principal of a sum secured upon a mortgage, which was paid off, during the testator's lifetime, what did the legatee take?

1375. What is redemption—of a legacy? Phillips *v.* Turner, 17 Beav. 194.

1376. Government failed in its action to resume a rent-free tenure, on the zemindar proving that it belonged to the revenue paying estate—would this judgment, recovered by the zemindar, be an estoppel to the plea of the lakhirajdar, maintaining that the tenure was not within the settlement? 17th February, 1853, Soonder Nurayon Mitter, appellant.

1377. A partner in a joint realty can mortgage his own share, without the consent of his partners, can he bind their shares, without their consent?

1378. Under what circumstances only can a managing partner mortgage the entire joint estate? Elberling.

1379. According to the Benares and Mithila School, must a partition of a joint estate, precede a mortgage of a share of it?

1380. Can a partner pawn joint moveable estate without the consent of his co-partners or a prior division?

1381. Where a partner without consent of co-partners, pawns joint moveable estate and without partition, will trover lie?

1382. What are privileged communications as between solicitor and client? Brown *v.* Foster, Exch. January 28th, 1857.

1383. Where a pawn is in the hands of a third party for his principals, what is his character?

1384. If a trustee in pawn, without consent, deliver over possession to the pawner, will he be liable to the pawnee?

1385. How will the case stand vice versâ?

1386. If the pawn perish in the hands of such trustee, whether will pawner or pawnee be responsible?

1387. A lease from a receiver was pleaded, was the plea sustained? 21st March, 1850. Gholam Nubbee, appellant.

1388. A customer to a bank is also an obligor, when the account is in favour of the obligor, may he set off the balance as discharge of his bond debt? Cavendish *v.* Graves, May 28th, 1857.

1389. Where the firm is changed and the original obligees assign over the bond to the new partnership, will a right of set-off exist at law? At equity? *Id.*

1390. If the bond be assigned to a stranger, will the right of set-off still continue, as against the stranger assignee? *Id.*

1391. Will a change in the title of the account in the customer's pass book, be notice of a change in the constitution of the customer's firm, so as to bind him? *Id.*

1392. Where the sureties and heirs of a deceased lessee, were in possession, were they entitled to retain possession for the remainder of the term? 28th July, 1853, Damodurchunder Roy, appellant.

1393. The plaintiff, privy to the original grantees, who had been paid a stated sum of 400 Rs. yearly, for a century, sued to

establish payment as malikana at 10 per cent. what was the result of his action? 29th September, 1823, Cheyn Singh, appellant.

1394. A party took a perpetual lease at a fixed rent and built his house on the land. His lessor sold the estate and his vendee sued in ejectment of the perpetual lessee, what was the issue of the action? Nubeen Sahoo, 23rd July, 1845.

1395. A vendee of the equity of redemption, deposited the mortgage debt, during the action to foreclose, which was rejected, and the sale made absolute, what was the result of the appeal? Buddon Geer, appellant, N. W. P. 20th June, 1846.

1396. A grantee for life, mortgaged the grant. The mortgagees, after his death, refused to give up possession on the plea that the mortgage debt had not been discharged by the usufruct, what was the issue of ejectment by the grantor? 8th June, 1846, Janky Roy, appellant.

CHAPTER XXVII.

1397. What is the first natural title to property? Broome's Legal Maxim, p. 260.

1398. What are bona vacantia? Broome's Legal Maxim, p. 261.

1399. Amongst males in equal degree, who will inherit the land? 262.

1400. Amongst daughters? *Id.*

1401. Where there are two conflicting titles, which will prevail? 263.

1402. Amongst assignees of equitable interests, will the assignee first in point of time, be entitled to the possession of the fund?

1403. Three mortgages exist upon the same estate, the last mortgagee in point of time buys the interest of the first mortgagee, how does he stand as to priority in satisfaction of the third mortgage, as against the second mortgagee? *Id.* 263.

1404. As a general rule, in equitable claims, will equity exclusively regard priority of date? *Id.* 264.

1405. Of liens, will the prior lien in point of date, be first discharged? *Id.*

1406. What is the rule in hypothecation bonds? *Id.* 264.

1407. Where two or more writs, are delivered to the sheriff against the same person, which must be executed first?

1408. What is the rule as to priority in patents? *Id.* 271.

1409. Can a mortgagee who is also an obligee, as against the mortgagor, tack his bond debt? Chitty, p. 533.

1410. Must the heir or beneficial devisee, of an obligor-mortgagor redeem both? *Id.*

1411. Where the devise is for payment of debts generally, must the mortgagee-obligee, come in rateably for his bond debt with other creditors? *Id.* Sidney Smith, Principles of Equity; p. 709.

1412. May an assignee from mortgagor redeem, independently of the bond debt?

1413. Where the mortgagor was also indebted to the mortgagee, by simple contract, if his executor sue to redeem, must he pay off both debts? *Id.*

1414. Where two mortgages were created, of different estates, between the same parties, and the title of the mortgagor was defective in one of them, if he sue to redeem, must he redeem both? *Id.* pp. 533, 534.

1415. What is the practical operation of the rule, "in equal equities the law prevails," in questions of priority between mesne incumbrancers? *Id.* 534.

1416. How may priority be lost by fraud? *Id.*

1417. Will an equitable mortgagee by deposit, have preference over a subsequent mortgagee or purchaser with notice? Sidney Smith, p. 691.

1418. Where a second mortgagee obtains the title-deeds, under what circumstances only will that fact give him a priority against a first mortgagee? *Id.* 692.

1419. After mortgage what estate only is left in the mortgagor? *Id.*

1420. Where a first incumbrancer has notice of a subsequent incumbrance and makes further advances, will he have priority as regards those advances? *Id.* 706.

1421. Of equitable incumbrancers upon personal property, how will notice to the person having the legal title, give priority? *Id.* 702.

1422. In a suit to settle priorities, may a puisne incumbrancer tack that incumbrance to a prior one taken in after the decree? *Id.* 707.

1423. If the legal estate is vested in trustees or otherwise, the puisne incumbrancer cannot get it in, will he have priority—or will the incumbrancers be paid off according to the date of their incumbrances? *Id.* 709.

1424. In order to give a mortgagee the benefit of tacking, is it necessary that he should not have known of the mesne incumbrances when he lent the money? *Id.* 709.

1425. Where an encroachment is made by a tenant on adjoining waste, and subsequently occupied as a part of the holding, at the end of the tenant's term, what between him and the landlord, will the presumption be? Doe and Croft *v.* Tidbury, 18 Jurist, 468.

1426. A mortgagee made further advances. A creditor obtained a judgment charging the estate, had the former priority for further charges? Shaw *v.* Neele, 20 Beav. 157, 1 Jurist, N. S. 660.

1427. A debtor had a real estate; he gave a judgment and warrant of attorney. Subsequently he became insolvent, the estate was sold, was the equitable interest of the judgment-creditor one in priority to the assignees? Robinson *v.* Hedge, 14 Jurist, 784.

1428. In administration, will the costs of all necessary parties be allowed prior to the administration of the fund? Ford *v.* Chesterfield, 21 Beav. 426.

1429. In suits to settle priorities, after the costs of the plaintiff are discharged, how will the costs of other incumbrances be settled?

1430. Where legal interests are created subsequently to a decree directing the conveyance of the legal estate, must the decree be obeyed, before setting up new rights and interests? Persee *v.* Persee, 2 Jurist N. S. 551.

1431. What is the effect of diligence in execution by one of several decree-holders, against the assets attached in execution? Anund Moie, 10th March, 1847.

1432. During process of civil Court and attachment, will the sale of a putnee talook for its arrears of rent under Reg. VIII. 1819, be stayed? Ramcoomar, 20th September, 1844, petitioner.

1433. By the Mahomedan law, is dower a first claim against the estate of a deceased ancestor? Macnaghten. Mah. Law, p. 131.

1434. Where the parties failed to establish their right to possession of a talook in the occupancy of a third party, how was the case disposed of?

1435. Where the party in possession could only make out a defective title, was mere possession a sufficient title, where a better was not established by the opposite party? Niniam Singh, appellant, 23d July, 1850.

1436. Where the lower Court gave a decree for possession rather upon the weakness of the defendant's title, than upon the strength of the plaintiffs, what was the issue in appeal? Mirza Ahmed Jan, 3d July, 1850.

1437. Is possession a sufficient status to enable that party to sue for rents? 20th April, 1854, Ramchoron, appellant.

1438. Where participation in execution assets was allowed to a party who had not taken out an attachment, what was the result of appeal? Edunissa Khatoon, appellant, 23d August, 1855.

1439. Priority between execution creditors was determined in favour of the mortgagee who was registered—was that a test of priority in execution? Jeetoo Mahtoon, 22nd January, 1857.

1440. In a question under Act XIX. 1841, where the right of neither claimant was established, how was the case disposed of with reference to the third party in possession? Budjoo Soondurree Dasee, appellant, 17th June, 1851.

1441. Will a registered deed of sale under Act XIX. 1843, invalidate a mortgage of a prior date? Kartickchunder Dhoba, appellant, 23rd September, 1852.

1442. Can a foreclosed mortgagee under a decree of the Supreme Court, bring an action of ejectment against a mortgagee not foreclosed in possession? 27th September, 1850, Deverine, appellant.

1443. What is the purport of Sections 2 and 3, Regulation XIX. 1843?

1444. Will a registered mortgagee with notice, have any preference over a prior encumbrance unregistered? Section 11.

1445. What are the exceptions to the general rule of equality as between creditors and debtors, as to demanding and enforcing payment?

1446. Will a zemindar's lien upon the growing crops for current rents, prevail over an attachment in execution? Section 9, Regula- VIII. 1799, Section 15, Clause 3, Regulation III. 1806.

1447. Will his lien extend to other property of the tenant generally, in preference to other creditors?

1448. Has an Indigo planter a preferential lien to the zemindar as against the ryot, for the Indigo crop? Reg. VI. 1823.

1449. According to the Mahommedan Law, will a debt incurred during health, take priority over one of deathbed acknowledgment? Hedaya, Vol. III. p. 163.

1450. Where several decrees have been sued out in execution and attachment is taken by all, will they all share in the proceeds? Con. 935, 1056, Circular Order, 26th January, 1844. Circular Order, 2nd February, 1849, Macph. 407.

1451. Where the proceeds are insufficient, how will the assets be distributed amongst the execution-creditors, as to costs, and secondly as to sums due to each? *Id.*

1452. Is it within the discretion of the court, in distributing assets to postpone a collusive decreeholder in preference to bonâ fide decreeholders? *Id.*

1453. Will the lien of a bonâ fide mortgagee also a decreeholder, be preferential as against assets obtained in execution sale of the mortgaged property? *Id.*

1454. Where a mortgagee is not a decreeholder, how will the execution sale be made in reference to the mortgage? Con. 856, 24th January, 1834.

1455. Will execution lie against lands attached by Government, for offences against the state? Regulation III. 1818, Section 10, Clause 2, Macph. p. 369.

1456. Will execution lie against lands attached through the collector by the magistrate's orders? Macph. p. 369.

1457. Where several annuities are charged upon an estate, upon whom does the onus of establishing priority rest? Coore *v.* Todd, Roll's Court, November 10th, 1856.

1458. Where this is not established, how will they take?

1459. A first mortgagee on account taken with his mortgagor, took a mortgage for the balance due and surrendered to his mortgagor the original mortgage for the larger sum. Subsequently to that mortgage and prior to the last, his mortgagor had executed another mortgage, upon which foreclosure had been obtained. The original mortgagee claimed priority in ejectment, with what result? Roy Kishore Singh, appellant, 3rd December, 1856.

1460. The sheriff in possession conveyed. A party in execution of a decree of prior date took an attachment against the property subsequent to the sheriff's possession. Did the purchaser from the sheriff prevail? Prosonath Roy, appellant, 10th December, 1849.

1461. Where a sister-in-law claimed an inheritance in succession to the deceased brother, against his widow seised in dower, which had priority? February 29th, 1850, Sahebjan, appellant.

1462. Where a purchaser of the rights and interests of a mortgagor had been in possession more than twelve years prior to the date of an action by a foreclosure mortgagee, what was the issue of the action in ejectment? Devycoomar Bhose, appellant, 15th February, 1853.

1463. Of two claimants to attach assets, one took the necessary steps and attached them. The other obtained his decree on the 11th February, 1854, the attaching creditor, on the 5th August. Which of the two had priority in execution against the assets? Chytonchoron, summary petition, 17th November, 1856.

1464. Where primogeniture was the rule, the succession of the elder son was disputed on the allegation of illegitimacy, on what grounds only will such action be sustained? Mokund Deb, 8th February, 1853.

1465. In administration of assets, questions arose as to priority in discharge of debts due to simple contract creditors by the ancestor, and debts due to creditors upon judgments contracted by the heir prior to and subsequent to the death of the ancestor, how was the case decided? Jervis *v.* Kindersly 22 Beav. 1 Law Mag May, 1857, p. 153.

1466. Will a holder of a promissory note have priority against legatees? Dawson *v.* Kearton, 3 S. M. and Giff. p. 186, Law Mag. for May, pp. 155, 156.

1467. Will dower be entitled to priority against creditors? Spyer *v.* Hyalt, 20 Beav. 621, 1 Jurist, N. S. 315.

1468. What is prior use, invalidating a patent? Heath *v.* Smith, 18 Jurist, 601.

1469. A vendor conveyed without receiving his purchase money. His vendee made a mortgage by deposit; whether was the vendor's lien for his money or the mortgagee's lien, entitled to priority? Rice *v.* Rice, 2 Drew, 73.

1470. A contributory to a company being wound up, had shares in another company, which had a lien against them, which of the two liens had priority? Cornell in re 25 L. J. Chanc. 649, V. C. S.

1471. What is priority by occupancy?

1472. What is priority by title?

1473. What is the doctrine of remitter? Broome's Commentaries. 251.

1474. Will priority of lien against equitable assets give priority of satisfaction?

1475. Whether equitable or legal, will equity in administration enforce all antecedent liens, claims and charges in rem, according to priority? Story, p. 553.

1476. Amongst legatees and volunteer distributees, in administration, will the assets be disbursed pari passu? Story, 554, 557, 2 Sp. 314.

1477. Where assets are deficient, how will the deficiency be distributed? *Id.* also Smith's Manual Eq. Jurisprudence, p. 216 —Art. Administration.

1478. Will deposit of deeds originate a lien upon against a property to which those deeds do not relate? Jones *v.* Williams, Jurist, 1066, November 14th, 1857.

1479. Where deeds were deposited, as belonging to such property, but in reality they did not so relate, will the equitable mortgagee by deposit have any preference against a third party, with whom the actual deeds were? *Id.*

1480. An equitable mortgagor deposited deeds with different parties, in relation to the same estate, both charges being good, how will priority be determined? Roberts *v.* Croft, Jurist, 14th November, 1857. Rice *v.* Rice.

1481. Without negligence, will the equitable mortgagee, first in time, both charges being good, have priority?

1482. What enquiries by purchaser or incumbrancer are necessary? Jones *v.* Williams, May 30th, 1857, Rolls Court.

1483. What is title? Chitty, Chapter X. p. 545.

1484. What is the first and lowest species of title? *Id.*

1485. How may title originating in naked possession, be perfected?

1486. What is the next step? *Id.*

1487. What is the distinction between an apparent and actual right to possession? Chitty, 545.

1488. How may the apparent right to possession become actual? *Id.*

1489. What constitutes a complete equitable title to lands? *Id.*

1490. What constitutes a complete legal title to lands? *Id.*

1491. In mortgages, will the personal estate be primâ facie liable?

1492. Will the mortgagee prevail against special or pecuniary legatees or the widow for paraphernalia?

1493. What is the order in which the mortgagor's estate is liable in discharge of the mortgage debt?

1494. Where the wife's property was mortgaged for the husband's benefit, will she or her heir come in preferentially as against other legatees?

1495. Will she have priority as regards creditors?

1496. Will parole evidence be admissible in contradiction of the deed, to show for whose benefit the money was expended?

1497. Will the wife have priority if the mortgage was made dum sola, to discharge her own debts, allowing a small portion only have been paid to her husband's uses? Chitty, pp. 536, 537. Art. Mortgages.

CHAPTER XXVIII.

1498. What is the doctrine as to remoteness, as causes of action. Broome's Leg. Maxims, p. 165.

1499. How is this illustrated in Best's Principles? § 38, p. 34.

1500. What is the rule of evidence, in exclusion of secondary evidence? *Id.* § 87, 88, 89.

1501. What is the rule of rejection as to derivative evidence. *Id.* § 89.

1502. What is the rule as to exclusion of such evidence of facts, when from the nature of the thing, the existence of still better evidence is manifest? Phillips's Law of Ev. Chap. IX. Vol. I. p. 430.

1503. Must the highest evidence of which the thing is susceptible be given? *Id.* 430, 431.

1504. Upon what presumption is the principle of this rule established? *Id.*

1505. What is meant by the term substitutionary evidence? *Id.*

1506. Where copies are tendered in evidence, by parties who could put in the original, will they be admissible? *Id.*

1507. Where the original is beyond reach, how will the case stand? *Id.*

1508. May entries or hearsay statements of deceased persons be received, although the same facts could be proved by having witnesses, Phillips, Vol. I. p. 434.

1509. Where several sources of information exist, is it necessary to exhaust them all, before secondary evidence can be admitted? *Id.*

1510. When may oral evidence be substituted for an instrument in writing? *Id.*

1511. Is the rule against its admission in such cases? *Id.*

1512. What is the chief advantage of the rule as per Lord Tenterden? *Id.* 435.

1513. Can oral evidence be admitted in substitution of a conveyance or contract? *Id.* 436.

1514. To recover, must a plaintiff, where there is a written contract of tenancy, produce it?

1515. Need deeds or writings merely collateral to the question in issue, be produced? *Id.*

1516. Does the rule as to secondary and primary evidence, extend to written evidence as well as parole evidence. *Id.* 439.

1517. Will printed papers be secondarily admissible, without notice to produce the manuscript?

1518. What is the rule as to machine copies? *Id.* 440.

1519. To let in hearsay evidence what must be shown? *Id.* 444.

1520. Where inscriptions on walls and tablets are necessary in evidence, may they be proved by secondary evidence? 452.

1521. Where a notice is merely hung up, must it be proved as any other accessible document? *Id.*

1522. In pre-emption, question arose as to whether the right to claim arose from registration of the conveyance or from becoming acquainted with the fact of the sale having taken place. How was the point ruled? Guwin Narayon, appellant, 4th April, 1850.

1523. Two parties claimed pre-emption, one occupied a house within the same inclosure as the house sold, the other owned a house, divided from the house sold by a party wall, which prevailed? Mahomed Ali, appellant, 26th December, 1850.

1524. The defendants purchased in 1833, against which a miscellaneous application was rejected in 1836, the lower Court

counted limitations from that date, the lower appellate Court from the earlier date, and dismissed the action, what was the result of special appeal? 6th January, 1853, Sheo Sahaye, appellant.

1525. The plaintiff sued to recover a debt for which the defendant had given a note of hand, upon which the plaintiff based his action, the debt was incurred beyond limitations, the note of hand was within them, the action was dismissed for limitations, what was the result of the appeal? Buddoo Raoot, appellant, 22nd June, 1847.

1526. A debt was incurred within the jurisdiction of the Court in which the obligee brought his action, that was nonsuited because, the bond was executed within jurisdiction of another Moonsiff, what was the ruling in appeal? Sunkur Mahtoo, 24th June, 1847.

1527. In actions is the true cause, the efficient cause, or the causa sine qua non? Jurist, March 17th, 1857.

1528. How is this paraphased by Lord Bacon? *Id.*

1529. On a voyage, hides were destroyed by sea water and putrified, the tobacco was tainted in consequence, was the tobacco covered by the insurance against perils of the sea? Montoza *v.* London Insurance Company, 6 Exch. 451.

1530. A ship was insured against fire. It was fired by the Barratrous act of the master and crew, was the fire within the policy? Waters *v.* Louisville Insurance Company, Broome's Maxims, 170, Jurist, 14th March, 1857.

1531. Where a neutral ship was condemned, through the omission of the necessary documents to protect it, was the capture within the policy? Bell *v.* Castairs, 14 Eust. 374.

1532. What is the purport of the ruling in the case Thompson *v.* Hopper? The case was this, the insurer to get the ship over the bar sent her out of the river and completed the rigging outside, before she sailed a storm came on, she dragged her anchor or went ashore, the action was on the policy?

1533. Will the maxim, injure proxima non remota causa spectatur, be qualified by another maxim, so as to make practically what is proximate remote, and what is remote proximate?

1534. Lime was laden on a ship which deviated from the true course. In a storm the lime was wetted, combustion took place and

the vessel was destroyed, what was the result of the plaintiff's action to recover for the lime, to which the plea was, that the loss was neither direct nor proximate from the deviation? Davies *v.* Gaibelt, 6 Bingham, N. C. 717.

1535. Per Tindal, may a wrongdoer apportion and qualify his own wrong? *Id.* Jurist, 14th March, 1857.

1536. What is the fundamental rule of insurance as to losses originating per culpam of the insured? *Id.*

1537. In such cases, per Lord Campbell, what is the true question?

1538. Under what two circumstances in insurance cases, will the Court look beyond the proximate cause? Jurist, 14th March, 1857.

1539. The plaintiff obtained a lease from Government in 1837. He was dispossessed of some of the lands; the collector in 1845 marked off the boundaries. He instituted an action to recover mesne profits, from what date was he entitled? Maharajah Mohesur Buksh, appellant, 26th June, 1854.

1540. The plaintiff sued to annul a possessory award under Act IV. 1840, and to recover possession, from what date will limitations run? Rajah Radanarayon, appellant, 23rd June, 1853.

1541. After dispossession takes place, will intermediate enquiries cure limitations? Mohunt Kumul Perkash, appellant, May 15th, 1855.

1542. How did recapture from pirates and detainer as prize operate as against a claim by the owners for total loss? Dean *v.* Hornly, 18 Jurist, 623.

1543. Where a boat was injured, in tow of a steamer, the tide and sea forcing it against the rudder, so that the goods were destroyed, the boat and steamer being the property of the defendant a carrier, where there was no negligence, was the carrier liable? Oakly *v.* Port of Portsmouth and Ryde Steam Company, 11 Exch. 618.

1544. From what date will a cause of action, to obtain a settlement run, from the date of the preliminary measurement or from the date of settlement? 3rd May, 1852, Syud Asmuttollah, appellant.

1545. Will the period of litigation spent in adjusting the substantive right count as limitations against the plaintiff for mesne profits? 23rd December, 1853, Mahommed Hosene, appellant.

1546. From what date will the year of grace in foreclosure run, the date of action, the date of issue of notice, or the date of service? 19th June, 1847, Conyalall Thakore, appellant, 19th June, 1847, Ruttonmonee, appellant.

1547. The plaintiff was a sharer in the state of which an interest was sold—the defendant a sharer in an adjoining estate. In pre-emption, which had the better claim? Juddo Nurayun, appellant, 24th February, 1853.

1548. Where an advance was secured upon landed property, how will the jurisdiction be regulated—with reference to the locale in which the cause of action arose and the residence of the parties? 7th February, 1853, Nazim Ali, appellant.

1549. Where a widow died, having previously adopted a son—from what date will an action to contest the adoption run? 30th August, 1850. Bhyrub Chunder, appellant.

1550. How is jurisdiction in appeal regulated—by the amount of the suit or by the amount of the decree? 9th April, 1855. Rajah Purusnath Roy, appellant.

1551. In 1807 the provincial Court referred the petitioner to the Board of Revenue. This he did in 1807; in 1818, the Board referred him to civil action, which was instituted in 1829, from what date was limitations taken? Omrao Singh, appellant, 12th August, 1836.

1552. How may an action fail by reason of the damage being too remote? Hill *v.* Bales, June 12th, 1857.

1553. From what date will limitations begin to run as against an auction purchaser at a sale for default of Revenue? 19th August, 1852, Roy Ramsunker, appellant.

1554. In laches by procedure, how will the 6 weeks rule, under Act XXIX. 1841, apply? Gunganarayon Mookerjea, appellant, 10th May, 1847.

1555. The Captain of a steamer filled his boiler two hours before the proper time—owing to a severe frost, the pipe burst. Which was the efficient or proximate cause of damage—the frost, or the filling of the boilers before the proper time?

1556. The plaintiff in 1822 bought salt in store, under covenant to clear out in twelve months. The salt was delivered on demand at intervals up to 1831. When the remaining stock was destroyed by an inundation—his application for refund of purchase money was rejected—various reports were made in

answer to Government up to 1838, and finally an action was followed by a decree against Government in the Supreme Court, what was the result as to limitations in appeal to the privy council? E. T. Camp, appellant, Moore's Indian Appeals, Vol. VI. p. 43.

1557. Had this action been pleaded to, as it might have been, was the neglect to clear out the salt, or the inundation the proximate or the efficient cause of action?

1558. Where a party is dispossessed under a decree, what is the efficient cause of action; the decree itself or dispossession consequent upon it? 8th December, 1846. Miromomet Unissa Begum, appellant.

1559. The plaintiff was the proprietor of the dominant tenement—the defendant of the servient tenement, or mouzah. The plaintiff as lord paramount of the purgunnah sued to establish his claim to the settlement—what was the issue of the action? Samesur Pandy, appellant, 24th Sept. 1845.

1560. To an action by a holder of an insurance policy, breach of conditions was pleaded, owing to alterations in the premises having been made without notice to defendants. The jury found that the alterations did not increase the risk and the fire took place independently—was the plea sustained? Stokes *v.* Cox, November 29th, 1856.

CHAPTER XXIX.

1561. What are things accessary or incidental?

1562. What is the doctrine of accession? Broome's Legal Maxims, p. 369.

1563. Does the right to the principal follow the accessory or vice versâ? *Id.*

1564. Has the owner of land a primâ facie right to the title deeds? *Id.*

1565. Is rent an incidental to the reversion so as to pass to the reversioner? *Id.* 370.

1566. By the grant of the rent, will the reversion pass? *Id.*

1567. Will covenants running with the land pass with the land? *Id.* 372.

1568. Will estates derivative determine with their originals?

1569. How is the liability of a surety discharged? *Id.* 373.

1570. Can a party, who is debarred from suing for the principal, recover the interest?

1571. Are rents and the right to receive them, incidental to possession?

1572. What is the rule as to costs per Jervis, J.? Janson *v.* Ralli, Jurist, 566, 571.

1573. Where rents are in arrear, was interest customarily decreed prior to the passing of Act XXXII. 1839 irrespectively of covenants?

1574. Will an action for possession of itself import an action for the recovery of the rents within those lands? Chundernath Sahoo, appellant, 27th February, 1853, and others.

1575. An obligor, in remainder, charged his bond upon a contingent estate—became insolvent; inserted the bond in his schedule and obtained his discharge, the obligee not having proved The estate subsequently vested in the obligor, which he conveyed in trust to discharge debts. Was the bond debt payable under the trust? Hanker *v.* Hallewell, 2 Jurist, N. S. p. 627.

1576. Where a case below in appeal was found to have been without jurisdiction, was the disposal of it on the merits legal? Chooney Mathoo, appellant, 2nd July, 1850.

1577. Is the right of appeal formâ pauperis an accessary right? Ramnurayon Buttacharj, appellant, summary appeal, February 10th, 1845.

1578. Is it within the discretion of the Court to refuse a pauper liberty to sue, simply on account of delay, although within limitations? Jugmohon Mangee, April 22d, 1844—petitioner.

1579. Under Section 8, Act I. 1846, have pleaders any lien upon assets recovered through their exertions? Joyaram Butt, appellant, 11th February, 1857.

1580. Where a lessee under covenant to repair assigned the lease, was that a personal liability, or did it extend to the assignee as a covenant running with the land? Martyn *v.* Clue, 18 Q. B. 661.

1581. Special creditors with interest and other creditors whose debts did not carry interest, alike entered into a creditor's deed by which the debtor's estate was to be divided rateably. The creditors released their debts—were the specialty creditors entitled to a dividend on the amount of interest accruing on

their debts subsequently to execution of the deed? Bateman *v.* Margerison, 16 Beav. 477.

1582. Is a right to an account of the mesne profits, an incident to the decree for an injunction in a breach of patent? Smith *v.* London, on S. W. Railway Company, 1 Kay, 408.

1583. Where grantees of a life-interest enclosed other lands, having previously entered into covenants, relinquishing previous encroachments, to third parties, retaining merely a life-estate, did the further encroachment pass to the former by accession, in the absence of evidence to show that the encroachment had been made for the benefit of the encroaching parties? Doe and Croft *v.* Tidbury, 18 Jurist, 468.

1584. Where an owner of land, built a row of houses on it, each requiring mutual support, was that right affected, owing to a sub-division of the property? Richards *v.* Rose, 9 Exch. 218.

1585. Is the right to obtain diet money and conduct money accessary to a witness? Dowdell *v.* Australian, R. M. S. N. Company, 18 Jurist, 579.

1586. From what date, as a rule, must a party account for the usufruct, he having been in wrongful possession? Hicks *v.* Saliet, 18 Jurist, 915.

1587. What, in Jervoise *v.* Jervoise, did not constitute paraphernalia? 17 Beav. 566.

1588. Where a witness is rejected by a judge, in taxation, what is the rule as to the costs of that witness? Galloway *v.* Keyworth, 23 L. J., C. P. 218.

1589. An estate for life, with remainder, was purchased by a Railway Company. Upon the death of the life-interest, were his representatives entitled to an apportionment of the dividend, becoming due after his death? Longworth's estate in re, 23 J. J. Chanc. 104, V. C. W.

1590. What is an estate for life? Chitty, 510, 511.

1591. Where a gift of principal was made, did the donee have the subsequent accumulations? Forbes *v.* Forbes, 23 L. J. Chanc. 422.

1592. The income of the wife was charged in the hands of a receiver to pay her husband's incumbrances, after his death the wife claimed the undisbursed monies in the receiver's hands, was the claim valid? Tidd *v.* Lester, 18 Jurist, 543.

1593. What is the distinction between a mortgage and a pawn? Elberling, 432.

1594. Under what circumstances may a pawnee use the pledge? *Id.* 453.

1595. Can a pawnee let out the pledge? Hedaya Vol. IV. p. 199, Prinsep's Mah. Law. *Id.*

1596. If the pawnee use the pledge, what is the forfeiture? Vishnu Dig. book 1, Ch. 1, Sections 78 and 82. *Id.*

1597. Under what circumstances only will a pawnee be excused from liability for loss of pledge? *Id.*

1598. If the pledge be lost by accident or the act of a third party, how will the pawnee and pawner stand? *Id.*

1599. May a pawner re-mortgage for the same amount? Hed. Vol. IV. p. 199, Digest book 11, Ch. 4, Section 18.

1600. What are the general rights and obligations of a mortgagee or pawnee? Elberling, 451.

1601. Will the pawnee's lien extend to independent debts?

1602. Where two or more articles have been pledged, may the pawnee detain the whole until complete payment?

1603. Where they have been pledged under distinct agreements, may they be redeemed separately. *Id.*

1604. Where a pledge has been made to two parties, what is the position of the party in possession, with respect to the other creditor?

1605. During possession what is the pawnee's duty as to careful custody of the pledge? Elberling, 451.

1606. If he entrust it to a third party, will he be treated as his security? *Id.*

1607. Who is responsible for the expense of custody of the money pledged, as for instance warehouse rent?

1608. Where the expenses are incurred for the preservation of the pledge as food for a horse, who will be responsible?

1609. Where the expenses incurred are necessary both for conservation and preservation, how will they be borne?

1610. Under the Hindu law, when may a pawnee sell the pledge?

1611. What are the derivative rights of parentage, as to the offspring of a British subject by a native mother? S. D. A. Vol. II. 229, Vol. IV. 243.

1612. Of what country are illegitimate children considered? Const. No. 806, 26th July, 1833.

1613. The purchaser of a bond sued his vendor obligee, and the obligor on the bond and the decree bound the former only, and his estate was sold in execution and bought by the purchaser—on review this was reversed and the obligor alone made responsible. In an action by the obligee against the purchaser of the estate, it was pleaded, that the receipt of the purchase money, estopped the plaintiff—was the plea any answer to the action? 28th Feb. 1847, Cohen, appellant.

1614. A testator gave all his property, realty and personalty to his wife, with power to sell or exchange any part, with consent of executors, for life, then over—did the engagement of specie to the wife pass? Jebb. *v.* Tagwell, 20 Beav. 84.

1615. The survivor of two partners for a term, if either died during it, was to purchase his freehold—after the expiration of the term they agreed to carry on upon the old terms—afterwards one died—was the stipulation to purchase binding or did the freeholds pass to the heir? Essex *v.* Essex, 20 Beav. 442.

1616. What is the right of a plaintiff as to the removal of his defendant in custody to the prison of the Court in which the action has been brought? Gurney *v.* Holeen, 25 L. J. Exch. 277.

1617. Will a Court, marshall title deeds in a solicitor's hands, as in the case of a catholic creditor? Gray *v.* Graham, 2nd May, H. L. Cas. 435.

1618. A tenant for a term under covenant to deliver up to his lessor the premises and fixtures, omitted to do so on demand made on 10th April; on the 13th, notice was served upon him by the lessor's mortgagee, to pay the rent to him and deliver the fixtures. How far was the plea setting up the mortgagee's title, an answer to the lessor's action upon the covenant? Watson *v.* Lane, 11 Exch. 769.

1619. In a suit by the heir and general devisee of a client, against the devisees and executors of the solicitor to set aside an unfair purchase, were copies of subsequent conveyances and valuations and mortgages by the solicitor, privileged against the plaintiff? Gresly *v.* Mously, 2 Kay and J. 288.

1620. Are cases and opinions of counsel, taken by trustees generally, privileged against the cestui que trust, in an action against the trustees? Devayner *v.* Robinson, 20 Beav. 42.

1621. A few days before his death, the testator made his codicil, giving benefits to his son-in-law A, and appointing B his executor. He drew a cheque which was paid during his life time, for £900 payable to B to whom he owed £200 and wrote in the same sheet A £200, B £200, executorship fund £500, was this a trust of £200 for A or a mortis donatio to B? Tart *v.* Lukhead. 1 Kay, 658.

1622. Are donationes mortis causâ, subject to the testator's debts? *Id.*

1623. A mortgagor in fee, dies intestate and without heirs, does the equity of redemption escheat to the Crown? Beale *v.* Symonds, 16 Beav. 406.

1624. A pauper's action to recover the principal sum was contested and after several years litigation was decreed. From what date would limitations run against his action for the interest? 2nd June, 1853. Ramchoron Twaree, appellant.

1625. The plaintiff's vendor, had obtained a decree for rent, against a mocurrerecdar. His vendee sued to re-enter on the grant, which was decreed below, dismissed in the lower appellate Court, what was the issue of special appeal? Fuzlutunissa, appellant, 2nd August, 1853.

1626. During the pendency of a suit, the parties entered into compromise, by which a specific share of the estate, vested in the plaintiff. The solahnameh was silent as to the mesne usufruct, what was the result of the plaintiff's action to recover it, as accessary to the land? Musst. Bibi Imamun, appellant, 14th June, 1847.

1627. Is the right to partition an estate, incidental to ownership? 28th January, 1857, Bonmali Roy, appellant.

1628. Can a butwara be made by a civil Court, in execution of a decree awarding a specific share? Coll of Mymensingh, appellant, 11th March, 1844. Summary appeal.

1629. Is the right to settlement incidental to possession? Bunyad Singh, appellant, 15th August, 1850.

1630. Can endowment lands be alienated? Mohunt Kumul Perkash Dass, appellant, 26th September, 1850.

1631. Are they partible as amongst heirs, or will partition extend only to their management? Elder widow of Rajah Chetter Singh *v.* Younger widow, Beng. Rept. 1807, p. 103, Strange's Hindu Law, p. 151.

1632. Do parties abdicating worldly ties, becoming ascetics, &c. lose their claim as natural heirs, to those to whom they are related? Meme. C. IX. 211, 212.

1633. How is inheritance to a Gosain regulated? Bengal Reports, 1806, pp. 73, 92, 1807, p. 144, 1810, p. 246. Strange's Hindu Law, 150.

1634. A widow adopts a son; what effect has adoption as regards her own estate, in the property of her husband? Musst. Tarnee, appellant, 30th September, 1850.

1635. What is the doctrine of accession with reference to imperceptible increment? 9th April, 1853, Watson, appellant.

1636. What is the presumption of reservation of right of support, where an owner of one of several houses, sells one or more of them? Richards *v.* Rose, 9 Exch. 218.

1637. A wife joined her husband in raising money, the deed stated the money was borrowed and paid to both of them, the husband covenanted to repay, was the wife treated as a surety, beneficially as against other creditors? Hudson *v.* Carmichael, 1 Kay, 613.

1638. Where the grant lapsed, by a decree under Section 10, Reg. XIX. 1793, did the grantee's right to possession simultaneously terminate? Ahmud Ali Khan, appellant, 18th of June, 1855.

1639. What is the purport of Mr. Dick's ruling, as to the applicability of limitations to actions by zemindars under Reg. XIX. 1793? Gungadhur Banerjea, appellant, 10th September, 1855.

1640. Must security in stay of execution, cover the amount of the decree as well as costs? Mukund Deb Rukeet, appellant, 13th January, 1853.

1641. Where execution was at an end, the amount having been satisfied, but the sale had taken place by the ameen before notice reached him, what was the result of the action and appeals to set aside the sale? 22nd January, 1837, Amere Khan, petitioner.

1642. What is the character of grants under Section 8, Regulation XLIV. 1793? Sheikh Kader, appellant, 14th February, 1856.

1643. What was the ruling of the Court in the case of Nadoo Bebee, where notice had not been given to the Court in time to stay the sale by the collector, and in the case Ramsagor

Singh, &c. appellants, 26th February, 1856, where notice had been so given?

1644. A party was employed as solicitor by two brothers on a salary of Co.'s Rs. 700 per mensem, at which rate he recovered in his action against both. One of them notified the discontinuance of his services. Subsequently he sued at half the amount against the remaining individual, on the original agreement and recovered, what was the issue of the appeal? Rajah Rajender Narayon Roy, appellant, 31st July, 1856.

1645. Who is an executor du son tort? Chitty, p. 423.

1646. Will charitable acts towards the testator's family, be such an intermeddling, as would render the person liable du son tort? *Id.*

1647. What is the difference between a rightful and a wrongful executor as to his own debt? *Id.*

1648. How does an executor derive his title? *Id.*

1649. To enable him to bring his action, must an executor obtain probate? *Id.*

1650. What is probate? *Id.*

1651. A co-surety executed a deed of suretyship, on the understanding that a co-surety would join in the same, will his failure to execute discharge the other from liability? Evans *v.* Breveridge, 2 Jur. N. S. 311.

1652. If a creditor release by deed one of two co-suretics, will the other be released? *Id.*

1653. What alterations by the creditor in the position of the surety, will discharge him? Tucker *v.* Lavey, 2 Kay. L. J. 745.

1654. Will mere forbearance or inactivity on the part of a creditor to the debtor, discharge the surety? Shary *v.* Foster, 17, C. B. 201.

1655. Where the risk of a surety are increased, by additional responsibilities incurred by the principal in discharge of his duties, will the surety be bound? Oswald *v.* Corporation of Berwick, 2 Jurist N. S. 743.

1656. What are the rights of a surety as regards securities held by the creditor? 19 and 20 Vic. C. 97, S. 5. Newton *v.* Charlton (10 Hare 646) also Jurist, November 28th, 1857, and May 16th, 1857.

1657. A party as surety joined in a joint and several note, and took a policy on the life of the principal, pro tanto—who died

leaving the surety his executor, to what extent was his claim against the policy good? Lea *v.* Hurton 6 de G. Mac and 9, 823.

1658. A surety joined in security, knowing that the creditor was secured to the extent of one half, by a bill of sale of his principal's furniture, the creditor was also his debtor's landlord, and took the furniture for rent—to what extent was the surety liable? Pearl *v.* Deacon, June 9th, 1857.

1659. In an action against three trustees, one of whom alone acted, and he employed one solicitor and the non-acting trustees employed another, was a double set of costs allowed? Commins *v.* Broomfield, July 7th, 1857.

1660. Where the will directed that the residue should accumulate, will the payment of the bare residue into Court, discharge the executor from payment of interest? Amiss *v.* Hall, June 9th, 1857.

1661. Where an heir brought an ejectment, to which the defendant was about to plead an outstanding term, and the heir filed his bill for the production of the instrument creating the term—as evidence of common title, how and to what extent was the application granted? Runbold *v.* Forteath, April 23rd and 28th, 1857.

1662. A party was transported—lands had been sold—the purchase money paid into Court under the 69th Section Lands Clauses Act. On return from transportation the party claimed it. Did the money partake of the character of realty? Hanop's estate, Jurist, May 2nd, 1857.

1663. Is the right to professional secrecy an incident to the employment of a solicitor?

1664. May an attorney refuse to produce a document or to answer a question respecting it, which has been entrusted to him professionally and can the judge look at the document, to see whether the objection is well founded? Volant *v.* Sozer, 13 C. B. 231.

1665. May the privilege be waived by the client?

1666. Does the privilege extend to all knowledge of facts professionally obtained? Phillips, Vol. I. p. 131.

1667. Are communications by an attorney to the opposite party or strangers, privileged? *Id.*

1668. A trustee appropriated £1000 trust money—and enclosed two

policies for £2000 and 3000, in an envelope, with a memorandum, that in the event of his death, the trust money was to be replaced from the policies. He became bankrupt, and the policy and memorandum were found by the officer of the bankruptcy Court. In a question between the cest qui trust and the assignees, which party had the policy? Bankhed in re, 2 Kay and J. 560.

1669. What is the general rule as to the discharge of a surety by the creditor giving time to the principal? Fraser *v.* Jordan, July 4th, 1857. Report Jurist, also Reade *v.* Lowndes—*Id.* February, 11th.

1670. Under what circumstances may the release of a principal not be a release of his surety? Reade *v.* Lowndes, Feb. 11th, 1857.

1671. When does a right of action accrue to a surety against his principal? Reade *v.* Lowndes, Feb. 11th, 1857.

1672. Where a trustee is also solicitor and acts professionally, what costs will he be entitled to? Broughton *v.* Broughton, 1 Jurist, N. S., 965.

1673. Where the wife fails in her suit against her husband for adultery, how will the costs be settled? Fyler *v.* Fyler, 1 Deane Ecc. Rep. 175.

1674. A wife had separate property, over which she had power of appointment and disposal by will, does this extend to savings out of income? Humphrey *v.* Richards, 2 Jurist, N. S. 432.

1675. A. and B. were obligor and surety—the creditor held also a policy on the life of the obligor—and on his default paid the premium. The debt was paid off—whether did the policy belong to the obligor, the obligee, or the surety? Drysdale *v.* Piggot, 2 Jurist, N. S. 1078.

1676. A tradesman held a policy on the life of his debtor-customer, and charged him with the premiums, which were never paid by him. On his death, what was the result of the claim by his representatives, for the beneficial difference of the policy, debitis deductis? Morland *v.* Isaac, 1 Jurist, N. S. 989.

1677. Notice of assignment of a policy for value, was given by the insurer to the office. Subsequently he became insolvent and died, whether was the claim of the assignees in insolvency subordinate to that of the assignee for value or vice versâ? Disborough *v.* Harris, 1 Jurist, N. S. 986.

1678. What is the purport of the judgment of J. Wightman and J.

Coleridge as to increase of risk of principal, without express consent of surety, discharging the latter?

1679. To an action against one of two obligors, it was pleaded that he signed only as surety, that the creditor gave time to the principal, was the plea valid, nothing on the bond stating this? Poole *v.* Harradine, 3 Jurist, N. S. part 1. 488.

1680. Is it a principle that parole evidence will not be admitted to vary a written contract? Jurist, July 18th, 1851.

1681. Is it admissible to show that it was not the contract the parties intended to put into writing? *Id.*

1682. Is the right to have the stream flow in its natural course, an incident to the property in the land, through which it flows? Embrey *v.* Owen, 6 Exch. 369. Chasemore *v.* Richards, Jurist, October 17th, 1857.

1683. Is the owner of a mill on a flowing stream, in the same position as a riparian proprietor? *Id.*

1684. Is a riparian proprietor subject to the natural rights of those lower down? *Id.*

1685. Is a flowing stream in any sense a bonum vacans, that any party may appropriate? *Id.*

1686. Before the widow took out administration, she was found a lunatic, whether was administration granted to her Committee or to the next of kin of the intestate? Alford *v.* Alford, July 6th, 1857.

1687. One of the defendants was required to give security, which was tendered, and the nazir made a false report as to its sufficiency, and the decreeholder unable to recover from either principal or surety, recovered against the surety and the heirs of the nazir. How was the decree executed as against the principal, and the surety and the heirs of the nazir? Madabee Dasee, petitioner, April 14th, 1841.

1688. What rules were laid down on the subject of the dates from which interest upon mesne profits should be computed in the case of Rungmela Choudrain, petitioner, October 1st, 1850.

1689. What was the principle of the rule, N. W. P.? *Id.*

CHAPTER XXX.

1690. What is the rule as to trifling and immaterial matters? Broome's Legal Maxims, 105.

1691. Will fractional portions of a day generally be taken into account? *Id.* 106.

1692. What are the exceptions?

1693. Was a notice sent by post invalidated because the postmaster received and forwarded it over hours? Hannepro *v.* Whiteway, November 14th, 1856, Jurist, July 18th, 1857.

1694. What is the rule as to misjoinder, by inadvertence, or with the express purpose of trying liability, as to amendment? Wickam *v.* Steel, Jurist, July 18th, 1857.

1695. Where a charter stated the ship was from 180 to 200 tons or thereabout and it was 257 tons measurement, and the charterer refused to load, what was the issue of the action? Barber *v.* Windle, Exch. June 3rd, 1857.

1696. Where a precept was issued to the collector through the local civil Court, to sell in execution, did the irregularity avoid this sale? 11th January, 1854, Cumul Coer, appellant.

1697. Where a party was misdescribed as a proprietor of an interest of 16 gundas, he having actually sold nine of them, was the misdescription material? 29th August, 1850, Khajah Ali Mollah, appellant.

1698. Where the date was in blank and filled up subsequently to execution, the true date being inserted, was the warrant of attorney null? Keane *v.* Smallbone, 17 C. B. 179.

1699. Where a date in a record recited in the pleadings, was different, was the date rectified? Noble *v.* Chapman, 18 Jurist, 44.

1700. To constitute an equitable mortgage, must every deed be deposited that relates to the property? Lacon *v.* Allen, 26 L. J. Chanc. 18.

1701. Where misdescription is relied upon, must it amount to substantial misrepresentation? Bartlett *v.* Salmon, 6 De. 9 Mac. and G. 33.

1702. A party hearing of a sale was sitting down, he stood up and claimed in preemption, the lower Court dismissed his action on the grounds that he did not immediately claim; was the ruling affirmed? 24th February, 1853, Jugdeonarayon, appellant.

1703. Where an issue was unprecisely drawn, but the material question was embodied in it, was the allegation of informality on appeal successful? Khajah Ali Mollah, appellant, 29th August, 1850.

1704. The proceedings of the nazir, a sworn officer of Court, who took a map of the lands in dispute, were excepted to, on the grounds of informality, inasmuch as he had not been previously sworn, what was the result? Ranee Surnomaye, appellant, 15th March, 1855.

1705. Where the names of the defendants were put on the face of the bill and not on the back of it, was the validity of the endorsement defeated thereby? George Delley Young *v.* Glover, April 28th, 1857.

1706. By the rules of the Company, notice of transfer was necessary in writing according to a printed form, the acknowledgment of the purser being necessary. A transferor and transferee of shares went to the office and deposited with the purser the transfer in form, no notice in writing was given, and no acknowledgment by the purser was given, was the informality a valid plea on the part of the transferee as to his non-liability? Mayhew case, 24 L. J. Chanc. 353.

1707. Where the total value was correct, was a mere error in the manner of computation material? Sooderson Dhoba, appellant, 13th November, 1851.

1708. Where a deed of secondary importance was not stamped, and the decree impeached upon that ground, was the appeal successful? Caleepershad, appellnat, 18th of May, 1854.

1709. In the lower appellate Court, a decree upon a bond was set aside, as the plaint did not disclose the place where the bond had been executed, no impeachment of jurisdiction having been made—what was the result of special appeal? Parbutty Churn, 13th September, 1853.

1710. A sale was reversed by reason of the absence of a lotbundee and the alleged discrepancy in the amount of arrears was caused by the addition of the interest—what was the issue of the appeal? Conaye Singh, appellant, 3d March, 1853.

1711. A vendor having parted with his interest, joined his vendee in his action against the defendant—on which account the action was thrown out on the objection of the defendant. How was the informality treated in special appeal? Srinath Choudy, appellant, 24th August, 1852.

1712. In the lower appellate Court, a sale was reversed on the ground of the wrong thannah having been inserted in the lotbundee, no question of jurisdiction having arisen, and the parties not

having taken any exception to the sale on that ground, what was the issue of the special appeal? Rampran Banerjea, appellant, 17th January, 1857.

1713. In ejectment against a tenant holding over, a decree followed, below. In appeal it was set aside, because the declaration stated that the plaintiff had been dispossessed, whereas he never had possession—what was the issue of special appeal? 15th May, 1847, Rajah Sumboonath, appellant.

1714. An action to recover an enhanced rent founded on notice under Reg. V. 1812, was dismissed in the lower appellate Court, because the difference between the rent formerly paid and to be paid hereafter, was not stated in the notice. What was the ruling in special appeal? Joynarayon Bhose, 12th December, 1845.

1715. The plaintiff was nonsuited for an arithmetical error, prejudicial to himself, what was the result of appeal? Baboo Horonath Roy, appellant, 24th January, 1857.

1716. The validity of a sale was impeached on the grounds that the Calcutta and Agra Gazette advertisements differed: was that plea valid—in prejudice of the sale? Monorut Nurayon Singh, appellant, 29th August, 1856.

1717. The true value for stamp duties was 3,014, requiring a stamp of 150 Rs. the amount of plaintiff's estimate was 2,923 Rs. covered by a stamp of 100 Rs. will reference to Cl. 4, Act VIII. B. X. 1829, was the order of nonsuit affirmed in appeal? Shama Soondry Dasee, petitioner, December 9th, 1845.

1718. What is the rule as to erasures in a deed, in a material point, as for instance a bond, by the obligee or by a stranger without his privity? Broome's Leg. Maxims, p. 115.

1719. Where the erasure is made by the obligee himself, in an immaterial point, how will the case stand? *Id.*

1720. Where a date had been altered in a bill of exchange after acceptance, whereby payment was accelerated, would that defeat an action upon it, by an innocent holder for value? *Id.* 116.

1721. In appeal by two of four joint obligors, the bond was found to be fabricated and the two appellants were discharged from liability in special appeal by the other obligor, what was the issue? Gorachand, appellant, 18th May, 1854.

1722. A mocurrerec had been created by a lakhirajdar—the lakhiraj

was resumed and the lakhirajdar admitted to settlement at half jumma, was the claim of the mocurredar to participate pari passu admitted? Mohunt Sheo Das, appellant, 2d May, 1850.

1723. A package contained several parcels belonging to different individuals, for which the Railway Company charged a larger sum than would have been charged had the package contained several parcels belonging to the same individual: was the charge affirmed? Crouch *v.* st. W. R. Comp. 11, Exch. 742.

1724. Where the claim to possession was barred by limitations, was the claim to mesne profits similarly barred? Baboo Hursoron Narayon, 24th March, 1852.

1725. Where the interest and defence of co-defendants was identical and they employed separate vakeels, would there be any exoneration of costs? 13th April, 1852, Moolae, appellant.

1726. One of several defendants under a common title, appealed to set aside the decree as against the whole of them, was the appeal admitted? Tarneekanth Lahory, 7th June, 1852, &c.

1727. A mother had three daughters, one was respectably settled in life. The mother took to prostitution with her two other daughters and acquired property. On her death to which of the daughters did the inheritance pass. It was claimed by the married daughter. Taramonee Dasee, appellant, 30th July, 1846.

1728. A surety was responsible for his principal, a clerk on a fixed salary of £100. Subsequently, his employers gave him a stated commission in lieu of salary, by which his pay was augmented. Defaulting to account, was his surety liable? N. W. Railway Company *v.* Whinray, 10 Exch. 77.

1729. Where co-sharers took out the sale proceeds, did their act estop the action of another co-sharer to reverse the sale? Asalut Beebee, 31st January, 1855.

1730. A promissory note was made payable at six months, "with lawful interest." After it had been signed, with the assent of the holder, but without the assent of the maker, the words "interest at six per cent." were added in the corner, could the holder recover? Warrington *v.* Earls, 18 Jurist, 42.

1731. Where a bill of exchange was altered without the privity of the acceptor by the addition of the words "payable at the

Bull Inn Aldgate," was this a material alteration discharging, the acceptor? Bruckfield *v.* Moore, 3 El. and Bl. 683, Jur. 18, 727.

1732. What is the plaintiff's remedy in such a case, if the acceptor be discharged? *Id.*

1733. What is the general law as to erasures? Best's Principles Law of Evidence, § 223, p. 291.

1734. When may documents inadmissible as direct proof for defect of stamp be admitted per Lord Abinger? *Id.* § 224, p. 294.

1735. When will erasures affect a deed? Phillips's Law of Evidence, p. 247, Vol. II.

1736. For what purpose were stamp acts made per Lord Abinger? Best's Principles, § 224, p. 294.

CHAPTER XXXI.

1737. How may laws cease to be operative in any given case? Broome's Legal Maxims, p. 118.

1738. Can a party injured, recover against a felon by civil action, before the conclusion of a criminal trial? *Id.* 120.

1739. Under Section 12, Regulation XLV. 1793, sale notification had to be issued in the office of the secretary of Board of Revenue, a sale was set aside, because such notice was not issued in the office of Comr. of Revenue, what was the ruling in appeal? Hursoondree Debya, appellant, 26th May, 1853.

1740. A party became surety for a lessee, for a term of fourteen years. On breach (it being optional for either to terminate the lease at the seventh year,) the landlord gave a general notice to quit, was the surety discharged? Giddens *v.* Dodd, 3rd Drew, 485.

1741. A banker's clerk covered his misappropriations by false entries, which were not discovered until after his death. To an action against his representatives, it was pleaded, that the acts being felonious, the civil action would not lie, was the plea any answer to the action? Wickam *v.* Gatrell, 23 L. J. Chanc. 783. 18 Jurist, 768.

1742. Will protection from arrest granted to a bankrupt, during the suspension of his certificate, protect him from arrest on ac-

count of debts subsequently incurred? Grace *v.* Bishop, 11 Exch. 424. 25 L. J. Exch. 58.

1743. Where a party attends a Court long before his attendance is necessary, will he be privileged from arrest? Piesse *v.* Piesse, 5 H. L. Ca. 671.

1744. Will a solicitor's lien upon papers of his principal, sustain a refusal to produce them in evidence, when required to do so by third parties? Hope *v.* Liddell, 20 Beav. 438.

1745. One of several directors of a bank retired, his shares to be taken at par, release and indemnity to be made by the solicitors of the parties; on the winding-up of the Company it was found that the cancellation of the retiring partner's shares was illegal and he was made a contributory, could he enforce his indemnity? Walker exparte, 2 Jurist, N. S. 1216.

1746. Under a composition deed, the composition amount was to be paid at stated periods, such payment being in full discharge, the first three instalments being secured by bills accepted; on default, was the action against the debtor for the full amount of his original debt sustained? Leake *v.* Young, 2 Jurist, N. S. 516.

1747. Where the privilege of arrest from civil process does not exist when the party is going and staying, will he be privileged whilst returning? Exparte Cobbett, Jurist July 18, 1857.

1748. A party married a Chancery ward—the husband was committed for contempt, but discharged after the marriage had been found valid, but before the settlement was made, on condition of non-intercourse. How did the Court act after the settlement was made? Field *v.* Brown, 17 Beav. 146.

1749. How do the rights of a mortgagee determine?

1750. How do the rights of an equitable mortgagee by deposit determine? Reg. II. 1805. Secs. 2, 3, Cl. 4.

1751. Will limitations run against a pawnee, to recover from his pledge?

1752. A property was attached prior to sale, in execution, which was eventually struck off the file, subsequently the property was sold by private sale. Was the vendee's title good against a subsequent execution vendee? 3d May, 1855, Goberdun Singh, appellant.

CHAPTER XXXIV.

1753. How is evidence to be tested?

1754. What quantity of evidence amounted to plena probatio according to the doctors of Civil law? Best's Principles, § 69, p. 77.

1755. What was a semiplena probatio?. *Id.*

1756. How was this extended by analogy to presumptive proof? *Id.*

1757. How did the Parliament of Toulouse estimate the degrees of credibility of deponent's evidence? *Id.* p. 79.

1758. What was the instruction to juries as per the Code Napoleon? *Id.* § 70.

1759. What is the purport of Act II. 1855, Sec. 27?

1760. What is Baron Alderson's test of the onus probandi?

1761. On what party ordinarily is the onus probandi?

1762. Give the Maxims.

1763. Would the maxim, in obscuris minimum sequimur, be applicable in the case of a wrongdoer?

1764. Where the only evidence was, that a certain number of bottles of wine were left at the defendant's house, per Lord Ellenborough, how was the value estimated? Best, p. 333.

1765. When will the onus probandi change sides? § 261.

1766. Per Bayly, J. how is the onus probandi affected by the knowledge of any particular fact? *Id.* § 268.

1767. To what are proofs limited? Best's Prin. Ch. III. p. 271.

1768. Is the intention or motive in which anything is done, constituting a wrong, regarded on the civil side?

1769. Where a man has a right to do any act, will the intention with which he does it, be much regarded? p. 116.

1770. What regard is paid to intention, in contracts?

1771. Where a date in a sale notice had been altered, without any fraudulent intention, and by which the time was not curtailed, did the alteration affect the sale? 31st January, 1852, Musst. Shurfen, appt.

1772. A party having been robbed, alleged that he suspected a certain person, who had a previous quarrel with him. He was arrested by the police and discharged—was the action for damages sustained? Soonder Pakur, appellant, 4th May, 1854.

1773. Where a party preferred a groundless action of bribery, was

he privileged against an action for defamation? Rajah Rasender Singh, appellant, 26th May, 1853.

1774. A man going off with another man's wife, was carrying a bundle of her clothes—he was indicted for theft—did the conviction stand? Reg. *v.* Fitch, May 2, 1857.

1775. Where by the omission of a pleader, to take necessary procedure, his client's case was lost, and in an action in the lower Courts, a decree passed for substantial damages, what was the issue in special appeal? Radhacanth Buttacharj, appellant, 10th June, 1855.

1776. Where the plaintiff had been confined on a groundless charge of theft, and instituted an action and obtained decrees for substantial damages, what was the issue of his appeal? 14th November, 1855, Mooktakelsie Dibbya, appellant.

1777. Are words derogatory to the character of a party to a suit, made use of by a judge in the disposal of a case actionable? Mohty Syud Abbas Ali, appellant, 16th March, 1853.

1778. What constitutes Champerty? Musst. Shurfen, appellant, 13th May, 1858.

1779. Where a party borrows money on an article which he knows to be of base metal and pretends it to be silver or gold, will that constitute the offence of obtaining money under false pretences?

1780. A judgment-debtor was arrested and detained in prison for a larger sum than was actually due, he having tendered the lesser sum actually due, and at last was released on payment of that sum, was his action for malicious arrest, alleging special damage sustained? Jennings *v.* Florence, Jurist, August 17th, 1857.

1781. Two servants were discharged separately, they went to their master and asked him why, he said they had robbed him, each brought an action for the words spoken to the other, were the words privileged? Manly *v.* Watts, 18 C. B. 544, 2 Jurist, N. S. 1004.

1782. A communication contained criminatory matter, the party making it, had an interest in it or a duty in reference to it, the party to whom it was made, was similarly interested, was the conversation privileged? Harrison *v.* Bush, 1 Jurist, N. S. 846.

1783. Where privilege is pleaded to an action for libel, is it for the

judge to rule, whether the occasion creates the privilege? Cooke *v.* Wildes, 1 Jurist, N. S. 610.

1784. If the occasion creates the privilege, and there is express evidence of malice, from intrinsic or other circumstances, will that question be left to the jury? *Id.*

1785. Where a party indicts another for theft on reasonable grounds and fails, will an action lie on the part of the defendant for damages, as for a malicious prosecution? Douglas *v.* Corbett, May 22nd, 1856, Jurist, January 10th, 1857.

1786. Where a party made certain representations which were false, whereby a party was induced to give credit to another party, and without which, he would not have done so, will that party be liable? Wade *v.* Tation, 18 C. B. 371.

1787. An agent of a Railway Company instituted an action without its concurrence and failed, was the company liable in an action for malicious prosecution? Stevens *v.* Mid. R. Company, 18 Jurist, 932.

1788. What is a malicious prosecution, so far as the motive goes? *Id.*

1789. Will the plea of fair comment on the character of a public man, be admissible in action by him, for libel? Earl of Lucan *v.* Smith, Nov. 21st, 1856, Jurist reports.

1790. Is a bonâ fide report of what took place at a public meeting privileged against the plaintiff libelled in it? Davison *v.* Duncan, January 4th, 1857, Jurist.

CHAPTER XXXVII.

1791. Is an implied covenant in all cases contained within the limits of an expressed covenant? Broome's Legal Maxims, p. 505.

1792. How are statutes to be construed? *Id.* 515.

1793. What is the principle of the rule that written contracts should not be varied by parol proof? *Id.* 517.

1794. Per Lord Thurlow, is there an instance where a written contract was intelligible, of its having been so varied?

1795. By Act XII. 1841, publication of notice in the judge's Court, fifteen days prior to sale was required, by Act I. 1845, that law was amended, publication in the judge's Court was still required, the sale to take place after fifteen days' notice

in the collector's office or other officer aforesaid duly authorized to hold sales, a sale was impeached on the grounds, that fifteen days had not expired before the sale, from the date of notification in the judge's Court, what was the construction of the law? Calee Doss Neogee, appellant, 27th December, 1853.

1796. Where a contract is abandoned, will an action lie as for work done, upon a quantum meruit, under an implied undertaking? Dr. Bernardy *v.* Harding, 8 Exch. 822.

1797. The plaintiff was employed as agent to find a purchaser on commission, this he did, the purchase was not completed; was his action to recover his commission sustained on the implied promise of the principal, to remunerate? Prickett *v.* Badger, November 17th and 20th, 1856.

1798. Estates brought to sale were both uslee and dakhilee, but not separate in jummah, the sale notice mentioned the former only, did the latter pass? Sheikh Beekem, 14th May, 1855.

1799. Under a deed of adjustment pendente lite, a specific estate passed to one of the parties, nothing was said as to the mesne usufruct, did the right to mesne usufruct pass under the deed? 14th June, 1847, Bibi Imanesur.

1800. The sale notice set forth the right and interest of the judgment-debtor as amounting to thirteen and a half gundas, the execution vendee, on the grounds that he had purchased all the rights and interest, of the judgment-debtor sued to recover a larger interest, was the claim supported? Bowany Pershad, appellant, 4th April, 1850.

1801. In a mortgage bond, there was no covenant for interest. In foreclosure the mortgagor paid in both, and sued to recover the interest which was decreed, what was the ruling in special appeal? Baboo Juggutputty Singh, appellant, 28th February, 1850.

1802. A party gave a receipt in full, being an acknowledgment that he had received from the Government all the land by which he was entitled. His claim for other lands was decreed. The lower appellate Court holding, that there was no clause to the effect that the plaintiff had no further claim against the Government affirmed the decree; what was the issue of his special appeal? Collr. of Chittagong, appellant, 16th Dec. 1852.

1803. Where an official notification of adoption was made, which was silent, as to the observance of customary ceremonies, was their performance implied? Ranee Netradaye, 23rd June, 1853.

1804. Where time, although not specified, is necessarily of the essence of a contract, will the party be bound to use all necessary diligence in completing it? Jurist, N. S. 918. Macbryde *v.* Weekes.

1805. A transferee of shares neglected to register the transfer. His transferor became liable for subsequent calls. Was there an implied promise contract on the part of the transferee to indemnify the transferor to the extent of such calls? 2 Jurist, N. S. 643. Walker *v.* Bartlett.

1806. A notice under the bastardy act, was served on the putative father in Scotland—by the act, its operation is restricted to England and Wales,—was the order in the case, made upon personal notice in Scotland sustained? Reg. *v.* Lightfoot, 2 Jurist, N. S. 786.

1807. A planter took a lease for lands, for the cultivation of indigo, there were no words of restriction in his lease. He grew other crops also. His lessor sued for additional rent and obtained a decree—what was the issue in appeal? Maseyb, appellant, 29th June, 1846.

1808. Does a general charge of debts upon real estate, import by implication a power of sale, in the executors? Wrigby *v.* Sykes, 20 Beav. 337—Robinson *v.* Lewater, 18 Jurist, 363.

1809. In addition to auction purchasers, by Sec. 11, Reg. V. 1812, Government sequestrators, managers of wards estates, and Government farmers may resort to the special provisions of that law, as to the rates at which collections should be made, is the express mention of these particular classes, a direct indication of the exclusion of all others, in the construction of this law?

1810. Certain co-sharers in endowment lands disbursed on account of contingencies monies within the share of other co-proprietors and benefitees in the usufruct—and sued them as contributories. The lower appellate Court set aside the decree, because there was no obligatory condition of joint performance binding upon all the co-sharers—did the enjoyment of the usufruct, carry the duty by implication? Tarapershad, appellant, 18th July, 1855.

1811. Section 8, Reg. VIII. 1819 expressly specifies, proprietor zemindars under direct engagements with Government, does this exclude lakhirajdars? Construction 313.

1812. Under Section 12, Reg. XIX. 1793, Government is especially exempted from the ordinary rule of limitations—does this exception establish the rule as against the zemindars? Gungadhur Banerjea, appellant, 10th September, 1835.

1813. The plaintiff bought by name four of nine villages, which the defendant sold to him as the half of his estate or 8 ans. The defendant sold the other five villages to another party. It turned out, that he only had a moiety in the nine villages. The plaintiff thereupon claimed one half of the five villages—what his claim sustained? 13th of November, 1855. Nusuodeen Mahomed.

1814. What was his proper remedy under those circumstaces?

1815. Does a time policy upon a vessel at sea, import sea worthiness at the time of executing it? Gibson *v.* Small, H. L. Ca. 353.

1816. Where the seller does not specify fixtures, will they pass? Hedaya, Vol. II. p. 501. Elberling.

1817. In a sale, what are rights and appurtenances?

1818. Where an obligee expressed, an intention of giving up a bond, and the plaintiff, when it was put in suit, applied for an injunction on the ground, that he had married on the faith of that promise, was the injunction sustained? Jorden *v.* Money, 23 L. J. Chanc. 865.

CHAPTER XXXVIII.

1819. How is falsa demonstratio defined? Broome's Legal Maxim, p. 490.

1820. Must the falsa demonstratio be matter superadded to what was previously sufficiently certain? *Id.*

1821. In execution, the property of the principal defendant, who had died, and been succeeded by his father, was sold. On taking possession, the purchaser was opposed by the brother, saying that the property having been sold as belonging to the deceased, Dulljeet, the purchaser could take nothing as against the property of Runjeet; was the misdescription sufficient to sustain the plea in answer to the action by the purchaser? Conay Lall, appellant, 12th August, 1857.

1822. Will evidence of usage be admissible in explanation of words in a charter-party presenting an ambiguity? Schultz *v.* Lindeman, 18 Jurist, 42. Brown *v.* Byrne, 18 Jurist, 700.

1823. A testator bequeathed £100, to each of the four sons of A B, by a former husband. A B had four children, three sons and one daughter, did the daughter take? Lane *v.* Green, 15 Jurist, 753.

1824. Bequest of £40 per annum to each of the seven children of A B now living, A B had nine, did the nine take? Yeats *v.* Yeats, 16 Beav. 170.

1825. A commission to take evidence was addressed to Edmund C. Jones, collector and magistrate of Poonah, it was taken and subscribed Edmund C. Jones. Affidavits were put in to show, that he was the person intended, that he was always known at the India House as Edward C. Jones and there was no other individual of the name in the service, was the evidence admitted? Price in re, 17 C. B. 708.

1826. In a grant to a putneydar, of an interest of seven gundas, the grantor having at the time disposed of the other nine gundas belonging to him, he was described as the proprietor of 16 gundas, was evidence admissible to clear up the ambiguity as to the extent of the grant? Khajah Ali Mollah, appellant, 29th August, 1850.

1827. The plaintiff described the defendant as the mother of certain minors who were named, was that sufficient for the purpose of identification? Bogbattee Dassee, appellant. Summary, August 18th, 1846.

1828. A legacy was given to the testator's niece, the daughter of his late sister, Sarah. Her name was Sarah Ann, she had no daughter, but a son. She was dead, did her son, the nephew take? Rukett's trust, Law Magazine, August 1857, p. 337.

1829. The testator devised property to his second cousin, William Marshall, he had no such second cousin, but two first cousins once removed, William Marshall and William John Robert Blandford Marshall. Without evidence which would have taken? Was evidence admissible to clear up the ambiguity? Bermet *v.* Marshall, Law Magazine, p. 431, August, 1857.

1830. Distinguish between ambiguity patent and latent? Broome's Commentary, p. 511.

1831. Give an instance of patent ambiguity. *Id.*

1832. What is latent ambiguity, per Alderson J.? *Id.*

1833. In which case of ambiguity is evidence admissible? *Id.* 512.

1834. A lease was silent as to from what date the rent was to run, was evidence admissible to show that a parole agreement had been made, by which the rent was to run for completion of repairs? Davis *v.* Jones, p. 447, Law Mag. August, 1856.

1835. A testator in his will, written in Ireland, directed his executors to invest sufficient monies in any respectable Insurance Company in Ireland, to secure his sister an annuity of £20. He came to England and by codicil directed them to invest monies sufficient to secure an annuity from any Company in London or Dublin, were the gifts cumulative? Bownee *v.* Harly, 18 Jurist, 532.

1836. What is Lord Bacon's definition of latent and patent ambiguity? Best's Principles, § 219.

1837. What is distinction between ambiguity and inaccuracy? *Id.*

1838. Is ambiguity synonymous with unintelligibility? *Id.*

CHAPTER XXXIX.

1839. On what principle are the confessions of prisoners on the criminal side and admissions of defendants on the civil side, received in evidence? Phillips, Vol. I. 401, p. 309.

1840. Is a greater degree of credibility attached to a confession, than to an admission? *Id.*

1841. Must the whole of an admission be received as a rule? *Id.* 309.

1842. What admissions operate as estoppels? *Id.* 346.

1843. Are the express admissions of a party to a suit, evidence against him? *Id.* 347.

1844. What is the ruling per Denman, J. as to estoppel by admissions? *Id.*

1845. Is it the practice of the Courts, that a decree must necessarily pass against a party confessing judgment? Asoor Singh, 7th July, 1853.

1846. Where one of three obligors admitted the bond, and the action was dismissed, what was the issue of the appeal? Purusram, appellant, 3rd March, 1852.

1847. Will a confession of guilt, amount to plena probatio, and be

in itself sufficient to found upon it a capital sentence? Best's Principles, § 330.

1848. Under what circumstances should a judge disregard such confession? *Id.*

1849. A dewan of a subordinate commercial factory entered in his ledger as received, a remittance of 20,000 Rs. although he received only 10,000 Rs., was this an admission by entries binding upon him? Ramsona, appellant, 27th August, 1822.

1850. Are entries against the interest of the party making them admissible? Braday *v.* James, 13 C. B. 822.

1851. May the defendant as a general rule place his own estimate upon the amount of the liability by paying it into Court? Jurist, October 24th, 1857.

1852. In ex contractu actions, how do such payments operate as admissions? *Id.*

1853. In actions for trover, how do such payments operate as admissions? *Id.*

1854. In admission by writing, must the whole be put in? Phillips's Law of Evidence, Vol. I. Section 10.

1855. Where a letter refers to enclosures, must the enclosures be read with it? *Id.*

1856. Where a party makes an admission against his own interest and refers to another writing, must its contents be shown before the admission can be used?

1857. Where the admission is by conversation, must the whole conversation be given? P. 315.

1858. Will a parole admission in contradiction of documentary evidence and showing a greater estate in the party making it be admitted? P. 326.

1859. Are communications, "without prejudice," admissions of liability? P. 327.

1860. Where a letter was written "without prejudice," will an answer to it be "without prejudice?" *Id.*

1861. Will the rule "without prejudice" extend to negotiations before an arbitrator? P. 428.

1862. To what extent are offers to compromise evidence of liability?

1863. Will an offer to pay a less sum, or to buy peace, be an admission of the demand?

1864. What admission under compulsion will be receivable?

1865. Will admissions ad rem be evidence for strangers?

1866 How may admissions be implied? P. 331.

1867. What is necessary to constitute admissions by acquiescence?

1868. What are admissions by assumptions of character and corresponding conduct?

1869. Where a party for any purpose produces a document, will its statements be evidence of the different facts recited, as against him? P. 341.

1870. What are admissions by treatment of subject?

1871. Is an omission of a debt in an insolvent's schedule, evidence that it was not due, and an admission? 343.

1872. Will acknowlegment of liability by a dishonored drawer, be an admission of notice of dishonor? *Id.*

1873. When a party with title stands by and allows a purchaser to buy from a party without title, may he dispute the title of the purchaser? 348.

1874. Where a party held out a woman as his wife, who was in fact his mistress, could he plead that, to an action for necessaries supplied? *Id.* 349.

1875. Where a party has assumed the name under which he is sued, will process be vitiated, because that, is not his real name? *Id.* 349.

CHAPTER XL.

1876. In construing written instruments, contracts, wills, what is the primary point to be looked to?

1877. Will the intention be subordinated to the word—or the words to intention?

1878. In wills, what has been called the polar star of construction? Sidney Smith's Principles, Equity, p. 540.

1879. Is extrinsic evidence admissible, to add to—vary or detract from, the express terms of a will? *Id.*

1880. Will any mere informality of language prejudice a construction conformable to the testator's intention? *Id.* 541.

1881. Where technical words are used, what meaning will be attached to them? *Id.*

1882. In what sense are ordinary words taken? *Id.*

1883. What influence will the context have in regulating construction of words? *Id.*

1884. Where of two constructions one gives effect to every expression—and another leaves some inoperative, which will be preferred? *Id.* 542.

1885. Where two constructions, one of which will cause an intestacy, and the other save it, which will be preferred? *Id.*

1886. Where words occur more than once, in what sense will they be taken? *Id.*

1887. Where additional words occur, how will they be taken?

1888. Where may words be transposed, supplied, or rejected? *Id.*

1889. Will a conjectural hypothesis of intention, at variance with the obvious language of a will, be allowable? *Id.*

1890. Where a testator's intention cannot operate to its full extent, how far will it go? *Id.* 544.

1891. What rules were laid down by the Master of the Rolls, as to the intention of the founder of a charitable endowment? Atty.-Genl. *v.* Calvert, 3 Jurist, N. S. Part I. p. 500.

1892. How far will the religious tenets of the founder intervene in construction of his intention as to what classes should benefit? *Id.*

1893. Where the intention was not limited, in a foundation for education, will the presumption be in favour of secular education generally? *Id.*

1894. Where the endowment was eleemosynary, will the presumption be, that it is open to all classes without religious distinction? *Id.*

1895. What was the ruling, 8th June, 1853, Keruth Singh, appellant, as to construction 1129?

1896. A will and schedule on the same sheet, which latter was not attested, but referred to, and no evidence of simultaneous execution could be obtained, was that admitted to probate? Ash, in goods of, 2 Jurist, 526.

1897. Property left to A. and B. for the good of their families—was this a trust—or did A. and B. take absolutely? Alexander *v.* Alexander, 2 Jurist, N. S. 898.

1898. A devise to children of A; these were all dead at the time of the will—there were grandchildren and great grandchildren,—did the grandchildren take? Fenn *v.* Dexter, 2 Jurist, 700.

1899. Where two passages in a will are contradictory, which will prevail? Brocklebank *v.* Johnson, 20 Beav. 205.

1900. Under what circumstances alone will the first plain meaning of a testator be departed from? Nocholor *v.* Locke, 2 Jurist, N. S. 1064.

1901. A bequest to his son for life, then to his children, and in event of his dying in the life-time of his mother, then over. He died in the life-time of the testator, leaving a son, how did the grandson obtain the fund? Abbott *v.* Middleton, 21 Beav. 143.

1902. Under what circumstances will a marriage settlement be reformed? Wollerbeck *v.* Burrow, February 24th, 25th, 1857.

1903. A sale was set aside, because notice had not been published in the judge's Court, there was no such Court, but there was a principal sudder ameen's Court, in which publication was made, was the law complied with? Chundernath Ghose, appellant, 24th March, 1853.

1904. Where a grant to religious mendicants did not provide by express words, generation to generation, were general words of perpetuity sufficient evidence of the testator's intention? Collector of Bundlecund, appellant, November 30th, 1820.

1905. Will a desire expressed by a testator that his debts should be paid, import a charge upon his realty? Wuyting *v.* Sykes, 21 Beau. 337.

1906. In breach of contract under which a sum is payable, how far will the intention of the contracting parties decide the question as to whether it is to be paid in the light of penalty or as liquidated damages? Reynolds *v.* Bridge, 2 Jurist, N. S. part 1, p. 1164.

1907. Where a contract contains stipulations, the breach of which cannot be measured in damages, will the sum agreed upon be taken to have been intended as liquidated damages? *Id.*

1908. Where the parties intended, that there should be a continuing penalty for each breach, and not that the contract should be at end, will the sum payable be in the nature of penalty? *Id.*

1909. Will any presumption from long practice, that it is in conformity and accordance with the original foundation be made, where the origin of a charity is known? Atty.-Gen. *v.* Heup. Hosp. 17 Beau. 435.

1910. The testator left property to his wife in the conviction that she would dispose of the same and manage it for the benefit of his children, did these precatory words, create a trust? Barner *v.* Grant, 2 Jurist, N. S. 1127.

1911. Where the terms issue and children, are used interchangeably in a will, may the meaning of "children" be extended to "issue" in effectuation of the testator's intention? Harly *v.* Metford, 21 Beav. 280.

CHAPTER XLI.

1912. Will a deed of gift under the Hindu Law saddled with conditions be legal? Madobchunder Banerjee, appellant, 25th January, 1853.

1913. Will a deed of gift of self-acquired property by a Hindu be legal, as against his direct heirs? Bowanypershad Gop, appellant, February 28th, 1822.

1914. How far may a grantor look to the succession of the grantees? Shadoram Dhoby, appellant, 17th December, 1855.

1915. Must grants be taken sub modo? Broome's Legal Maxims, p. 350.

1916. What are donationes mortis causâ? Smith's Principles Equity, pp. 97, 98, Chap. II.

1917. How does this kind of gift differ from a legacy? *Id.*

1918. Can it be proved as a testamentary act? *Id.*

1919. Is the assent of the executor or administrator necessary, to complete title in the donee?

1920. In what respect does a donatio mortis causâ, differ from a gift inter vivos?

1921. Is it liable to the debts of the donor on deficiency of assets?

1922. What is the distinction between a gift and a grant? Chitty, p. 631.

1923. Will a donatio mortis causâ vest without actual or constructive delivery? *Id.* 632.

1924. Will the recovery of the donor divest a donatio mortis causâ donee? *Id.*

1925. A bequest to a single woman of an annuity so long as she should remain single, the reason assigned being that she would neglect the testator's child, if she married,—on her marriage did the annuity lapse?

1926. Must public companies keep within their grants as conceded by act of Parliament? Bostock *v.* North Staff Railway Company, 2 Jurist, N. S. 248.

1927. Must a legacy, given upon conditions, be faithfully earned? Robinson *v.* Wheelright, 21 Beav. 214.

1928. Devise of lands, subject of condition of residence in mansion house—was the devise forfeited for her residence? Dunne *v.* Dunne, 3 S. M. and 9, 22.

1929. A lease conditioned that the lessee should keep up an insurance—default by lessee—the lessor received subsequent rent—was the lease forfeited? Wilson *v.* Wilson, 18 Jurist, 581.

1930. What is meant by a resulting trust? Smith's Principles Equity, p. 563.

1931. Where income from land increases over and beyond the original income, will the doctrine of resulting trust, be available, so as divest the charity of the surplus? *Id.* 563.

1932. Where lands were given in trust to a particular purpose on a contingency, which had not happened for 180 years, the trustees having to keep some land ready, for a burial place for plague patients, was there a resulting trust, intermediately for the benefit of the heirs? Atty.-Gen. *v.* Earl Craven, 21 Beav. 392.

1933. What persons are capable of making gifts? Elberling, Sec. 262.

1934. What is the Mahomedan law as to gifts made in sickness? *Id.*

1935. What is the Hindu law as to such gifts? *Id.*

1936. Where a gift is made under the influence of lust or anger, will it be valid according to Hindu law? *Id.*

1937. Will gifts by a woman of her own property, without consent of her husband, be valid under the Mahomedan and Hindu law? Elberling, Sect. 262.

1938. What gifts are productive of benefit? Hedaya I. Vol. III. p. 302. Principal Mah. law, 198, 237.

1939. Are gifts, greater to one child than to another, improper? *Id.* p. 226.

1940. Will bonâ fide gifts be with prejudice to creditors? Elberling, 263.

1941. Can a Hindu father make a division of his property amongst his children at any time? Elb. 264.

1942. Where the property is ancestorial and realty, to what extent will a wife prevent such partition? *Id.*

1943. What is the difference between the Bengal and Mithila Schools, as to unequal division of property? Elb. 265.

1944. What may form the subject-matter of gifts ?

1945. Can rights in themselves personal, be the subjects of gift ? Elb. 270.

1946. Can a Hindu widow make any gift from her husband's estate, or her own acquisitions from it, without the consent of his heirs or special authorization ?

1947. Will the consent of the nearest heir suffice ?

1948. Can she transfer her life-interest ?

1949. May a childless widow, receiving a portion, on a partition by the father, amongst the sons, or a mother receiving a portion, on a partition among the sons, after their father's death, dispose of such portion by gift or will ? *Id.*

1950. To what extent can a zemindar make a rent-free grant ? Regulation I. Section 10, 1793.

1951. Can a manager of endowment lands or property in trust to charitable uses, alienate by gift or otherwise ? Elb.

1952. What are the eight prohibitions against gifts ? *Id.*

1953. Where a co-sharer gave away more than his share, to what extent will it be valid or void ?

1954. In a gift of several things, the transfer of some of which is valid and of others invalid, will the gift be altogether invalid ? Principles Mahommedan Law, p. 201, Principles Hindu Law Vol. II. 212, Elberling, 289.

1955. In a gift with conditions, are the conditions void, under the Mahomedan Law ? Elb. 260.

1956. What is difference between the Mahomedan and Hindu Laws as to a gift to take effect after the death of the donor ? Elb. 260.

1957. Where a donee dies during the life-time of the donor, the deed being silent as to the succession of the heirs, will the heirs of the donee take ? Principles Hindu Law, Vol. II. p. 218, Elberling, S. G. A. Vol. II. p. 290.

1958. Will emblements go to the devisee, any intention to the contrary of the devisor not appearing ? Cooper *v.* Woolut, May 4th, 1857, Exch.

1959. How is a devisee under a will assimilated to a purchaser, re-emblements ? *Id.*

1960. What three things, under the Hindu Law, being once done, are done for ever ? Principles Hindu Law, Vol. II. p. 250.

1961. What is the doctrine as to allegiance and protection ?

1962. Will a decree ordinarily be given in an action by a Hindu widow for maintenance, living independently of the head of her family? Hursunder Goopt, appellant, 21st August, 1850.

1963. But, where through ill usage of the head of the family, the widow had gone to live with her father, was the claim for maintenance good? 10th August, 1850, Ramdhone Buttacharj, appellant.

1964. Where the family estate was escheated under attainder, were the widow and infant son excepted? Golab Coer, appellant, 17th December, Moore's Indian Appeals, 1847.

1965. Where a wife, through fear of personal violence, is obliged to leave her husband's protection, may one pledge his credit in order to obtain necessary means for carrying on an action for divorce? Brown *v.* Acroyd, 2 Jurist, N. S.

1966. Must this apprehension be founded upon something more than a vanus timor? *Id.*

1967. Where a wife had a sufficient allowance for the support of her children during her husband's absence, went and lived in adultery, was she authorized to pledge his credit for their support? Atkins *v.* Pearce, June 12th, 1857.

1968. Where a husband by introducing disreputable women into his house, rendered the residence of his wife there impracticable, will this be equivalent to authorization to her to pledge his credit for necessary maintenance elsewhere? Broome's Commentary, 607.

1969. Where the wife is living in open adultery, will her husband be bound by her contracts? *Id.* 606.

1970. Where a wife lives apart from her husband, voluntarily, sine culpâ mariti, will a tradesman supplying necessaries to her, recover against the husband? *Id.*

1971. Where a husband, sine culpâ uxoris, turns the wife out of doors, without giving her adequate means of support, according to his position in life, will the law consider her his agent to order necessaries? *Id.* p. 605.

1972. To constitute this constructive agency, must the wife be living apart, sine culpâ suâ? *Id.*

1973. What will determine the sufficiency of the husband's provision for the wife's necessaries? *Id.* 604.

1974 Where the parties live separately by mutual consent, will the

husband be bound by the wife's contracts during such separation?

1975. Where the wife is living within the protection of her husband, will her orders within the scope of her particular domestic management, be considered as within her agency for her husband? *Id.* 603.

1976. Will her orders, in themselves extravagant, and beyond her husband's known means, be within such inferred agency? *Id.* p. 602.

1977. What are the rules laid down in Manly *v.* Scott as to contracts by married women? *Id.* 601.

CHAPTER XLII.

1978. How far will custom or usage influence the construction of laws or written instruments or contracts? Best's Principles, § 222, p. 290.

1979. With what qualification will evidence of usage be admitted? *Id.* p. 291.

1980. How far will immemorial custom or usage evidence intention or the meaning of parties? *Id.*

1981. In commercial contracts, policies, negotiable instruments, where the terms are well understood by the parties, men in business, will evidence of usage be admissible in their interpretation, Phillips's Law of Evidence, Vol. II. p. 407.

1982. Will departure from established usage invalidate an appointment of a successor to a religious endowment? Mohunt Gopal Dass, appellant, 3d June, 1850.

1983. Will the established practice of the Court, founded upon just and reasonable grounds, be a recognized usage? 21st Jany. 1851, Sandys, petitioner.

1984. Will family usage, as in the instance of a childless widow, prevail over the general law of inheritance? Maharajah Juggonath Deo, appellant, 2d August, 1847.

1985. Will illegal usage (malus usus) be recognized?

1986. Is it competent to a party to show that the usage set up, is unreasonable or illegal? Phillips's Law of Evidence, Vol. II. p. 423.

1987. Is the Mahomedan law of preemption limitations, or one

month, superseded by the general law of limitations? Mahomed Danish, appellant, 1st May, 1851.

1988. How are rights to easements defeated? Bathswell *v.* Reed, 18 C. B. 696.

1989. Was incremation by the widow, Suhumuron and Anoomoron, ever enjoined in the shastras or by Manoo, or was it in effect a mere malus usus? Ch. 10. p. 241, Strange's Hindu Law.

1990. Was the prohibition against remarriage by Hindu widows another instance of malus usus, or enjoined by the shastras? *Id.*

1991. According to Manoo is a woman ever fit for independence? *Id.* 244.

1992. Is custom a part of the Hindu law? *Id.* 256, 257.

1993. How is custom defined by Manoo? *Id.*

1994. How are good usages defined? *Id.*

1995. How are local customs defined? Broome's Comment., pp. 11 to 21.

1996. How may they be impeached? *Id.*

1997. How are customs bad for uncertainty? *Id.*

1998. How are customs bad for inconsistency? *Id.*

1999. By the Mithila law, the assent of all the sharers to a sale is necessary; at the time one of them was a minor, did the sale stand? 24th March, 1853, Musst. Roopna, appellant.

2000. In the absence of known usage, to what point will the right of the Crown to the sea shore extend? Attorney-General *v.* Chambers, 18 Jurist, 779.

2001. Upon what ground is the Mahomedan Law of preemption established? 8th May, 1851, Sheikh Nazir Ali, appellant.

2002. Is that law applicable to claims in preëmption made by Hindus? *Id.*

2003. Where a vendor annulled the sale, would the claim in preëmption stand good? Sheodyal Singh, appellant, 25th August, 1852.

2004. Where the ancestor and claimants to succession were both Sheas, would the daughter take, in preference to the brother? Dudon Hosein, appellant, August 12th, 1822.

2005. What is the effect of a particular local custom or legitimacy of offspring? Quane *v.* Quane, 8, E. F. Moore, 63.

2006. In charter party questions, will evidence of usage be admitted? Cuthbert *v.* Canning, 1 Jurist, N. S. 686.

2007. When will a custom of succession to office by inheritance be bad for unreasonableness? Elberling, 207.

2008. What is the nature of the custom, that Coolin Bráhmins may marry many wives, in this respect? *Id.*

2009. What customary cesses have been abolished by statute? *Id.*

2010. Will coolachar or long-established family practice, regulate the inheritance to principalities and large estates? Elberling, Section 157.

2011. Will a party settling in a foreign country, be deprived of the benefit of the customs and usages of his native country, if he adhere to them? Elberling.

2012. According to Manoo, should a king pay especial regard to customs and usages of particular districts?

2013. Will user establish custom? Race *v.* Ward, February 3rd, 1857.

CHAPTER XLIII.

2014. A zemindar planted trees, and after the sale of the zemindary, claimed exclusive property in them, was the claim allowed? Gomee Opadhya, appellant, 2d March, 1852.

2015. What was the ruling of the Sudder Court as to lands developed by the drying up of a julkur? Issur Chunder, appellant, 23d August, 1853.

2016. How is land in its legal sense defined by Broome? Legal Max. p. 289.

2017. What are fixtures? *Id.*

2018. In a sale of land will trees pass as fixtures?

2019. Will growing crops or fruit pass? Hedaya, Vol. II. p. 502. Elberling, 369, p. 195.

2020. In a sale of a julkur, does the land pass? Luckee Dasee, appellant, S D. A. Vol. II. p. 51.

2021. In sale of bunkur what right accrues to the purchaser? Biznath Mojumdar, S. D. A. Rep. Vol. II. 105, Elberling.

2022. What are the qualifications as to fixtures, with reference to trees, emblements and away going crops? Broome, 297.

2023. Are the rules prevalent in England, generally applicable to this country?

2024. Where an uncertain estate determines between the period of sowing and cutting the crop, who has it?

2025. Where a tenant surrenders his term or forfeits his lease, how will the case stand?

2026. Where the crop is sown during the term, and is fit to cut after its expiration, how will the case be determined?

2027. How are fixtures defined?

2028. Will the rule of fixtures in this country be controlled by local customs? S. D. A. 31st July, 1811, Vol. I. 144.

2029. How are fixtures and moveables distinguishable? Hutchinson *v.* Kay, Jurist, July 18th, 1857, Barclay ex parte, 1 Jurist, 1145.

2030. Where the property in the minerals is in one party and the ownership of the surface in another, will the latter have a right of support? Smart *v.* Morton, 1 Jurist, N. S. 825, Rowbotham *v.* Wilson, 2 Jurist, N. S. 736, Roberts *v.* Haines, 2 Jurist, 999.

2031. On what principle was the case Martin *v.* Rev. Robt. Roe, disposed of, where hot house frames imbedded in mortar were removed? Jurist, May 23rd, 1857.

2032. Are articles standing merely by their own weight, fixtures? Matten *v.* Fraser, 2 Jurist, N. S. 900.

2033. Where part of a machine is a fixture and another part moveable, will that which is moveable partake of the nature of a fixture? *Id.*

2034. Is the law of fixtures relaxed in favour of trade? *Id.* Chitty, p. 365.

2035. Where a plate glass window was removed contrary to condition of lease, that all improvements at the end of the term should pass the lessor, was the plea, that it was erected for the purposes of trade, an answer to the plaintiff's action for breach? Burt *v.* Haslett, 2 Jurist, N. S. 974.

2036. What is the general rule as to fixtures, between landlord and tenant? Chitty, p. 365.

2037. What is the general rule as to annexations by the tenant to the freehold? do.

2038. Are fixtures put up by the tenant for ornament and convenience removeable? *Id.* 366.

2039. Can any thing be removed which would be a cause of damage to the freehold? *Id.* 366.

2040. Should things be removed within the term? *Id.*

CHAPTER XLIII.

2041. What is meant by a contemporaneous exposition? Broome's Legal Maxims? p. 532.

2042. What is the effect of usage in interpreting grants?

2043. Will conduct afford a legitimate interpretation as to the intention of parties?

2044. Will evidence of usage be admissible only in cases of doubtful law? *Id.* 533.

2045. Was a notarial copy of the agreement received in evidence of the intentien of parties to a subsequent contract of sale? Musst. Keola Soondree, appellant, 31st January, 1852.

2046. How will extrinsic circumstance raise a presumption against the genuineness of a written instrument? Ruhia Coer, appellant, 10th May, 1852, Subanee Darj, appellant, 21st March, 1853.

2047. In a question as to the validity of an adoption twenty years previously, how was that inferred from the conduct of parties? Perkashchunder Roy, appellant, 24th January, 1853.

2048. What is the rule as to admissibility of entries made by a person deceased against his interest? Orrett *v.* Corser, 21 Beav. 52.

2049. Where the name of the purchaser of the stamp had been changed, and the deed was unregistered and without collateral security, was the bond rejected? Issurchunder Boosundee, appellant, 30th March, 1853.

2050. When the bona fides of a private conveyance is in issue, on the action of an execution purchaser, how far will the possession of the alienee for alleged value, bear upon the case? Duckinamonee, appellant, 24th April, 1852.

2051. Where a deed of permission to adopt was relied upon, which had not been produced for more than five years after date, what was considered the best test of its genuineness? 21st February, 1857. Ranee Munmoheenee, appellant.

2052. How are transfers by a judgment-debtor to his wife, subsequently to a decree regarded? Bonda Soondree Dasee, 20th January, 1853.

2053. In the construction of a gift by codicil, may the Court look at a previous will and codicils? Hartly *v.* Tubber, 16 Beav. 510.

2054. May partiality of arbitrators be presumed from extrinsic circumstances? Sheikh Hadee Ali, appellant, February 18th, 1845.

2055. How far will the possession of dies support an indictment? Reg. *v.* Roberts, 1 Jurist, N. S. 1094.

2056. The prisoner had in his person several counterfeit coins, each piece wrapped in separate paper, the whole distributed in different pockets, what evidence were these facts of an intention to utter? Reg. *v.* Jarvis, 1 Jurist, N. S. 1114.

2057. May it be presumed from conduct of the surviving partners, that they carried on their business on the same terms as the original partners? King *v.* Chuck, 17 Beav. 325.

2058. May deeds be given in evidence in explanation of payments?

2059. Where a partition is subsequently denied, what facts will be most looked to, as entitled to credit? Elberling, Section 210.

2060. In an alleged infringement of trade mark, how will the resemblances and differences be considered? Taylor *v.* Taylor, 23 L. J. Chanc. 225.

2061. Want of consideration (seventy thousand rupees) was pleaded to a bill of sale put in suit. The plaintiff had immediately following the date of the conveyance advanced to his alleged vendor certain sums for current expenses—what were the presumptions arising in the fact? 4th January, 1855. Khajah Talib Ali, appellant.

2062. What was the decision of the Court, as to the admissibility of a newspaper, containing a printed report of a judgment of the Supreme Court? Cochrane, assignee, appellant, April 16th, 1855.

2063. Where a vendee, established in evidence, the fact of his borrowing money from the bank and one of the particular notes was paid away by his vendor, what were the presumptions in favour of a bonâ fide conveyance? Inderchunder, appellant, 25th March, 1853.

CHAPTER XLIV.

2064. In equalities, what party prevails?

2065. Where the subject-matter in dispute, is at best doubtful, how will decision run?

2066. In uncertainties, what standard will govern the damage—the maximum, medium, or minimum ?

2067. Where the exact amount, as of mesne usufruct, in wrongful dispossession, cannot be ascertained, what standard will regulate the damage, the maximum, medium, or minimum ?

2068. Where neither party was in possession, and both failed to establish a superior right to possession, how was the controversy disposed of ? 17th June, 1852, Budjoo Soondree, appellant.

2069. Where the question of right was equally balanced, the defendant being in possession, how was the case disposed of. Choudry Doulut Singh, appellant, 13th July, 1853.

2070. To a fabricated lease put in suit to sustain a false action for rent, fabricated receipts for rent were put in, in plea. On the facts found, the action below was dismissed. The lower appellate Court finding the receipts also fabricated, decreed the case—what was the issue on appeal ? 18th July, 1853. Nobokishur, appellant.

2071. Where title failed in ejectment, would prior possession, sustain an ejectment ? 8th March, 1855. Mungul Das Gosain, appellant.

2072. The plaintiff put in suit a deed of gift. The defendant pleaded another deed of gift; both were forgeries—how was the case disposed of. Ramlochon, appellant, 23d Sept. 1847.

2073. In a collision at sea, caused by neither vessel carrying lights, what they ought to have done what was the issue of an action to recover damages ? Aluval, 18 Jurist, 296.

2074. What is the rule as to apportionment of damages where both parties are equally blameable, as to the cause of the collision ? Varn *v.* Sheffer E. F. Moore, 75.

2075. May extrinsic circumstances, establish, that the transferee of an estate, was not the bonâ fide proprietor, but only a trustee, for the real proprietors ? 25th February, 1857. Baboo Gungagobind, appellant.

2076. Where the parties in possession failed summarily to prove in a controversy their right to possession, how was the case disposed of, as to the right to collect the rents ? Tarnee-Choron Singh, appellant, 24th March, 1853.

2077. In a dispute, both parties equally failed to prove the boundaries—the lower Court proposed to divide the area—how

was the action disposed of in appeal? June 30th, 1845. Mongol Singh, appellant.

2078. The heir at law of the grantor sued to eject the trustee of certain endowment lands, to which action similar devastavit, by the plaintiff was pleaded—what was the result of plaintiff's action alleging waste, as the grounds of his right of re-entry upon the trust lands? Bojaye Gobind Bural, 28th August, 1850.

2079. Where the Court is divided, what will the rule be as to costs? Dansey *v.* Richardson, May 29th, 1857.

2080. In construction of irritant clauses, how will the presumption run? Ogilvy *v.* Anlie, 2, Macq. H. L. Cas. 260.

CHAPTER XLV.

2081. Where the words of a written instrument or law are unambiguous, will interpretation be let in? Broome's Leg. Max. 477.

2082. What is the rule as to exclusion of parole evidence under such circumstances? *Id.* 478.

2083. Where the deed is drawn in a foreign language, will evidence in explanation of its meaning be admissible? *Id.*

2084. How may ancient words be explained? *Id.* p. 479.

2085. How may mercantile contracts, or technical terms of acts, be explained? *Id.* 480.

2086. May a judge refuse the customary certificate in administration, by reason of suits depending elsewhere? Anundmoye Choudrain, appellant, 21st March, 1852.

2087. Where the decree of the lower Court was defective for omission of issues, which was passed over in the lower appellate Court, what was the issue in special appeal? Purohit Duckoo, appellant, 20th June, 1852.

2088. In an action for rents including a cess for Cazee's fees which had been previously paid, the decree was affirmed in appeal, on the admission of such previous payment, what was the issue of special appeal? Luckee Debbia, appellant, 23rd June, 1853.

2089. Under Reg. XVII. 1806, when the year of grace expires, will tenders of payment, have any effect in arresting the foreclosure from becoming absolute? 15th July, 1841, Conaya Lall Tagore, appellant.

2090. Are any fees demandable for registering a succession by inheritance to a putnee talook? Komour Ram Chunder, appellant, 16th July, 1846.

2091. A lessee under covenant not to sublet, did so, was the lease forfeited? 26th July, Andrew Crawford, appellant.

2092. To an action or a bond, a plea of rent set off, upon which the bond was silent, was put in, was the plea valid? Bissumber Singh, appellant, 24th January, 1833.

2093. The mortgage deed was silent as to the rate of interest. The mortgagor sued to re-enter on plea of satisfaction of the mortgage debt from the usufruct, calculating interest at 6 per cent., was the action sustained? 28th January, 1852, Nuzur Ali, appellant.

2094. What is the rule under Reg. X. 1829, requiring that where a deed is engrossed on several sheets of paper, the seal and signatures, of the parties and names of the witnesses must be on sheet bearing the stamp? 8th of December, 1853, Kudderunissa, 2nd July, 1856, Dooloo Paluk, appellant.

2095. Will successive inheritance establish the heritable nature of a lakhiraj tenure with reference to Reg. III. 1828, Cl. 4, Sec. 3, Reg. XIV. 1825? 23rd August, 1851, Joykishen Mookerjea, appellant.

2096. A usurious action was dismissed, with permission to sue for what was actually due, with reference to Reg. XV. 1793, Sec. 9, what was the issue of special appeal? Srikishenlall, appellant.

2097. Where a case had been disposed of by the Madras Sudder Court without issues, what was the result of the appeal to the privy council? Vol. III. Moore's Indian Appeals, p. 292.

2098. The mortgage deed expressly conditioned that intermediate increment, if any, should belong to the mortgagor. Increment accrued, what was the result of the mortgagor's action? Sept. 13th, 1854, Coer Singh, appellant.

2099. Where an award was at variance with Reg. VII. 1821, Bombay Code, what was the result of appeal to privy council? 13th and 14th June, 1845. Privy Council Appeals.

2100. By a deed of the defendant's ancestor, plaintiff was joint owner in equal shares. He was dispossessed, to his action defendant pleaded, that he was only nominally associated with him

during his minority; was the plea valid in contradiction of the deed of gift? Baset Ali, appellant, November 19th, 1822.

2101. Will mere hardship be any plea in favour of a sale, informally conducted? 13th May, 1855, Cazeemodeen, appellant.

2102. Where a resumption was made without any enquiry under Sections 3 and 4, Reg. VIII. 1811, and affirmed by the Board of Revenue, what was the result of an action to set it aside? Collr. of Bundlecund, appellant, November, 30th, 1820.

2103. The agreement stipulated to pay a fixed sum. Was any contingency of amount of fees received by the naib, an answer to the Cazee's action against him under the agreement? Mahomed Jaben Cazee, appellant, 6th June, 1853.

2104. The defendant received 150 Rs. which the contract called a loan. He was to deliver at a certain date 300 maunds of grain. The lower Court found that this was a device to evade the usury laws, what was the result of appeal? Nundkishore Tewary, appellant, 12th November, 1845.

2105. What must the notice, under Section 9, Reg. V. 1812, specify? Baboo Ruggonundon Singh, appellant, 3rd Jan. 1857.

2106. A deed of agreement specified that costs should be payable by either party, the decree made thereon, ordered that they should be paid rateably, what was the issue of the appeal? Prankishen Dass, appellant, 3rd February, 1857.

2107. A mocurreree deed stipulated for the re-entry of the grantor on default for rent, what was the effect of a subsequent tender of rent? Fuzeelutunissa, appellant, 2nd Aug. 1853.

2108. A will was signed by two witnesses at different times—the first witness admitted his signature but did not re-subscribe—was the will affected by the informality? Casemut *v.* Fulton, Vol. III. Moore's Indian Appeals, p. 395, 1845.

2109. Will the Court have power to enforce the specific performance of an agreement, to execute a deed of separation? Wilson *v.* Wilson, 23 L. J. Chanc. 697.

CHAPTER XLVI.

2110. What are presumptions of payment? Phillips, Vol. I. 492. Best's Principles, p. 475.

2111. A bill of exchange after acceptance and negotiation and maturity, is produced by the acceptor, what is the presumption? Phillips, *Id.*

2112. Where a security-deed, is produced by the surety in answer to an action for liability founded upon it, what is the presumption? Best's Principles.

2113. Where an estate was charged in trustees' hands for the payment of debts and then over, what will be the presumption from the possession of the remainderman? Best's Principles.

2114. The vendee agreed that if his purchase money was repaid within the year, he would surrender the estate, and executed a deed of agreement in the hands of his vendor. On default, it was alleged that his vendor had surrendered to him this agreement. His vendor maintained that he had obtained it, through the collusion of his, the vendor's agents—where was the onus probandi? Shamadon Choudry, appellant, 23rd August, 1852.

2115. An action on a promissory note, alleged to have been lost, was met, by the production of the note by the defendant, with evidence of its having been surrendered by the payee—what was the result of the action? Cook *v.* Daccon, 23 L. J. Chanc. 997.

2116. A letter of credit, Please pay in honor of drafts by A. £500—and debit B.—will the possession by the addressee of that letter alone prove the payment of the £500? Orr *v.* Union Bank of Scotland, 1 Macq. H. L Cas. 513.

2117. The plaintiff was a depositor of nine hundred rupees with defendant, for which he received a receipt. Eleven years after deposit, he produced the receipt and put in suit an action to recover. In support of a plea of repayment, a receipt was also put in—and the action was dismissed. What was the principle of the decision in special appeal, reversing the judgment below? Sheikh Imman Buksh, appellant, 7th May, 1845.

2118. In a dispute as to ostensible and actual ownership, how far will the possession of all the muniments of title determine the question? Musst. Wujoonissa, appellant, 16th April, 1855.

2119. What is the rule as to the manner in which payments in discharge of obligations, interest and principal, must be made? Omeschunder Rae, appellant, 23rd September, 1850.

2120. Where the expressed conditions in a bond were at variance with that rule, would the express conditions regulate the payments? *Id.*

2121. Where payments are unconditionally made, how will they be credited, as for instance in a debit and credit account in a ledger?

2122. Where payments are specifically made, how must they be credited?

2123. In adjustment of accounts, how will interest be calculated, throughout the period? Raj Korol Singh, appellant, 29th September, 1852, Rajender Nurayon Rae, appellant, Moore's Indian Appeals, Vol. II. p. 253.

2124. A general payment is made by an obligor, indebted under bonds of different dates, some of which are beyond limitation, the payment being of interest, may the obligee credit the same capriciously? Nash *v.* Hodgson, 1 Kay 650.

2125. If he credit the same to the earlier bond debts, will such credit be an acknowledgment by the debtor to bar the statute of limitations? *Id.*

2126. Where a debtor, under two bonds, makes a general payment in part and one of those debts is beyond the statute, how will such payment operate, in bar of a plea of limitations to the creditor's action upon the earlier bond? Walker *v.* Buten, 2 Jurist, N. S. 687, 25 L. J. Q. B. 377.

2127. Will a desire expressed by a testator, that his debts should be paid, create a charge on his real estate for their payment? 2 Jurist, N. S. 78—Wrigby *v.* Sykes.

2128. In a decree, payments had been credited to principal, interest being outstanding, was that correct? Anundchunder, appt., February 3rd, 1847.

2129. Where there are several debts and a payment of an exact amount is made, and it can be gathered aliunde, to which debt the debtor intended it to be credited, will the creditor's election cease to operate? Chitty, p. 373.

2130. In a banker's account how will debts on the one side be extinguished by the customer's payments on the other? *Id.*

2131. Where of two debts, one bore interest and the other did not,

and a general payment is made, will the law presume that the payment was made in discharge of the debt bearing interest? *Id.*

CHAPTER XLVII.

2132. How are the terms heir, heir apparent, heir presumptive, distinguishable from each other? Broome's Legal Maxims, p. 393.

2133. What are the presumptions as to legitimacy under the Mahomedan Law from the parents living together as man and wife? Mehr Ali, appellant, April 28th, 1814.

2134. What was in abstract the purport of the decision, Khajah Hedayutollah, appellant? Moore's Indian Appeals, Vol. III. p. 295.

2135. Will the presumption from parents living together as man and wife be the same amongst Hindus as to legitimacy of such issue? Mokund Deb Rakeet, 8th February, 1855.

2136. Where a child was born after marriage of the mother and during the husband's life, what is the presumption? Phillips's Law of Evidence, Vol. I. p. 471.

2137. Where children are born during a divorce a mensâ et thoro, what are the presumptions? *Id.* 473.

2138. Will evidence of cohabitation, or general reputation, suffice to establish the fact of marriage? Phillips, 473.

2139. Where the original marriage is invalid, may a subsequent valid marriage be presumed, from cohabitation as man and wife? *Id.*

2140. How may legitimacy of a child born in wedlock be rebutted? Best's Principles, 387.

2141. Upon what principle is the illegitimacy of children born during divorce a mensâ et thoro presumed? Best's Principles, 417.

2142. Upon what principle is marriage presumed, from acknowledgment, cohabitation and reputation? Best's Principles, 417.

2143. What is the presumption, as to children, born, when the parties were living apart by mutual consent? *Id.*

2144. Where there was intercourse between the parties, will proof of adultery be admissible to rebut the legitimacy of the offspring? Best's Principles, 418.

2145. Where husband and wife slept together, how may the illegitimacy of the offspring be proved? Legge *v.* Edmonds, L. J. Chanc. 125.

2146. Where incapacity in the husband was established by medical evidence, must the adultery of the wife nevertheless be proved? *Id.*

2147. Where a marriage of the parents could not be proved, was the common reputation sufficient to support the legitimacy of the offspring? Nixon in re, 2 Jurist, N. S. 970.

2148. Will the omission of any portion of the marriage service invalidate a marriage? Harrod *v.* Harrod, Jurist, June 30th, 1854.

2149. Would mental incapacity, invalidate a contract of marriage? *Id.*

2150. Where the consent of trustees was necessary to the validity of a marriage, will that be presumed from their conduct subsequent to the marriage? Birch, in re, 17 Beav. 358.

2151. Where a sentence of nullity of marriage was obtained by collusion of the parents, and fifty years subsequently the question of legitimacy arose, was a presumption in favour of it, made? Harrison, 18 Jurist, 1.

2152. The testator died, leaving his widow enciente and two sisters coheiresses. Rents were due, but not received by the sisters, intermediately to the birth of a son. Who had the rents? Goodall *v.* Gawthorne, August 3rd, 1854, p. 927, Jurist.

2153. What are absolute impediments to inheritance under the Hindu Law? Elberling, 189.

2154. Will asceticism bar inheritance? *Id.*

2155. Will leprosy?

2156. Will apostacy under the Hindu Law? Or under the Regulations? Reg. VII. 1832. Elberling.

2157. Will the sons of persons disqualified, if devoid of the same faults succeed? *Id.* 190.

2158. Will the sons of an outcast, succeed?

2159. Will the children of disqualified parties, have a claim for maintenance?

2160. A son instituted an action to succeed to the ancestral property during the lifetime of his father, what was the result? 11th June, 1850. Chuttadaj Lail, appellant.

2161. The husband having died in his father's lifetime, his widow,

on the death of her father-in-law sued to recover her husband's share, what was the result of the action? 17th Nov. 1853, Munnikishore Bhose, appellant, 13th January, 1847, Bhoopnarayon, appellant.

2162. Where the ancestor became an ascetic, was the action of the heir expectant, valid? Ameenakheloon, appellant, 21st July, 1856.

2163. How are questions of inheritance to be disposed of between Mahomedans or Hindoos? Regulation IV. 1793, Section 5. Elberling, 81.

2164. What two facts must be established; first the death of the ancestor, what is the second? Hedaya, Vol. IV. P. C.

2165. What is the period within which a presumption of death will not be entertained under the Hindu Law? S. D. A. Vol. III. p. 28 Elberling, 82.

2166. What under the Mahomedan Law? S. D. A. Vol. V. p. 108.

2167. Where heir expectant and ancestor die by a common accident, and it cannot be known which died first, how will the matter be ruled? Elb. 83.

2168. What is the foundation of the Hindu Law of inheritance? Elb. 149.

2169. Who are the Sapindas? *Id.*

2170. Who are the Saculyas? *Id.*

2171. What females are allowed to perform the periodical ceremonies?

2172. Under the Mahomedan Law, what are the rights of a posthumous child? Elb. 84.

2173. Where a father acknowledges that a child is his and dies, and the mother declares that she is his wife, will the child inherit? Hedaya, Vol. I p. 384.

2174. How may the heir take during his ancestor's lifetime, amongst the Hindoos? Strange's Hindoo law, p. 177.

2175. May the children of a Hindoo demand partition? 179. *Id.* 185, *Id.*

2176. How will succession vest in the children, aliunde, partition by the ancestor, and during his lifetime? *Id.*

2177. Will partition by the father be admissible, whilst his wife continues capable of child-bearing? *Id.*

2178. Should however the mother be enciente, what will a child born subsequently to partition take? *Id.*

2179. Where a son is subsequently begotten, what will he take? *Id.*

2180. Where the father is not heard of, will primogeniture or capacity, regulate the management, by his children? *Id.*

2181. Must the father be superannuated, the mother past child-bearing and the sisters married, before partition can be demanded? *Id.* 185.

2182. When the ancestor becomes anchoret or out-cast, will partition attach? *Id.*

CHAPTER XLVIII.

2183. How is title acquired by prescription? Chitty, 565.

2184. Will such title be limited to incorporeal hereditaments? *Id.*

2185. Can prescription give title to lands or other corporeal substances, of which more certain evidence can be had? *Id.*

2186. A ryot in undisturbed possession for twelve years, pleaded that in answer to an action in ejectment, was the plea valid? 29th August, 1853. Mohesh Duttjha, appellant.

2187. A sale on the part of two brothers, one of whom was a minor at the time. Eighteen years subsequently he impeached the sale upon that ground, what was the result of the action? Mohobot Khan, appellant, 25th March, 1848.

2188. Ejectment against the defendant, admittedly in possession more than 12 years subsequently to date of action, on the grounds that the defendant had no title whatever. What was the result of the action? Bibi Ruhman, appellant, 8th Feby. 1853.

2189. The adopted son had been in possession as such for 25 years. What was the issue of the action to set aside the adoption and recover possession? Fuckeer Chand, appellant, 27th March, 1846.

2190. Where the line of descent had been broken for three generations, and an action had been instituted successfully in the lower Court, on title by direct descent, what was the issue of the appeal, and the result of further appeal to Privy Council? Moore's Ind. App. Vol. I. p. 414, 13th Feby. 1837.

2191. An auction purchaser at a revenue sale, sued to annul a mocurrarec, which had been recognized by the Patna Provincial Court twenty years previously as a valid tenure, what

was the result of the action? 15th Sept. 1846, Hijabul Singh, appellant.

2192. What is the purport of Section 49, Reg. VIII. 1793, as to the law of limitation? Mittonjae Shah and others, appellants, 3rd Sept. 1845.

2193. Can a lakhirajdar sue to hold lands rent-free, which have been subjected to rent within 12 years? Cl. 2, Section 2, Reg. XIX. 1793. *Id.*

2194. Under Section 51, Reg. VIII. 1793, on what party is the burden of proof, in a claim to resume a tenure, or enhance rent, upon it, within the class of tenures therein described?

2195. Give the purport of Mr. Dick's judgment in that case?

2196. Within what period must an auction purchaser at a revenue sale, institute an action against invalid grantees, under tenants, &c. to enhance their rents?

2197. To an action in ejectment of a mocurrareedar, to which the pottah was not forthcoming, what was the presumption of undisturbed possession of upwards of forty years? Ranee Kuttyanee, appellant.

2198. What is the purport of Cl. 1, Section 2, Reg. XIX. 1793, as to the validity of tenures, where the grantee had possession prior to 12th August, 1765. Nursing Roy, appellant, 31st May, 1847.

2199. What is the effect of Cl. 2, Section 2, Reg. II. 1805, by way of limitations, to actions by Government in resumption? Maharajah, Burdwan, appellant, 10th Feby. 1850, 14th, 18th, December, 1848. Moore's Indian Appeals.

2200. Where the plaintiff sued to establish an incorporeal right to the headship of the butchers—and the defendants set up adverse user of 30 years, what was the issue? Babun Wullad Raja Kartick, appellant, Moore's Ind. Appeals, Vol. II. p. 479.

2201. A party was in possession of an estate for 30 years, holding the title deeds, but unable to say whether he originally succeeded by bequest, inheritance or purchase, what was the issue of an action in ejectment? Rajah Beebee, appellant, Section 1, Reg. VI. 1827, Bombay Code.

2202. The original obligor executed a new bond in instalments and on default, executed a deed of acknowledgment, what was the effect of these subsequent instruments, re limitations? 28th Feby. 1857, Omeschunder Roy, appellant.

2203. How may a claim to user by prescription be defeated? Bathshell *v.* Reed, 18 C. B. 696.

2204. What is primâ facie proof of right to an easement? Dare *v.* Heathcote, 25 L. J. Exch. 245. Berston *v.* Weale, 2 Jurist, N. S. 540.

2205. Will acquiescence by grantor for a lengthened period be strong presumption of right of user in the grantee? Tobin *v.* Stowell, 9, Moore, P. C. C. 71.

2206. What is the right of a proprietor of land as to user, in surface water, flowing over his land, in an undefined channel? Broadbent *v.* Ramsbotham, 11 Exch. 602.

2207. Where a promissory note has been given for a balance on an account how will limitations run; from the account—date of promissory note—or date of its maturity? Fryer *v.* Roe, 12, C. B. 437.

2208. What is the true application of a right of action being gone by suspension? Badelly *v.* Vignes, 23, L. J. Q B. 377.

2209. Where a bill of exchange has been so delivered, as to imply a promise to pay the balance outstanding, will the statute of limitations be answered? James *v.* Dodwell, 18 Jurist, 187.

2210. To an action to resume a mocurreree, limitation was pleaded successfully in the lower Courts, the mocurrercedar and his privies having had upwards of 60 years' possession. What was the result of special appeal to try the applicability of limitations to actions of this nature? Bukut Sahie, 12th December, 1855.

2211. Will acquiescence of a zemindar, in the possession of the privies of a grantee, for a time in excess of twelve years, create an estoppel by limitations, or by ratihabition? Shadooram Dhoby, appellant, 17th December, 1855.

2212. Will limitations extend to matters within the spiritual jurisdiction of the Pope? Olliffe, appellant, 1856, 18th April, and 2nd January, 1857.

2213. Will limitations bar the plaintiff's action in impeachment of an adoption, of which he was cognizant? Gobindkishore Roy, appellant, 26th May, 1857.

2214. A petition for review of judgment was preferred and rejected. Subsequently an action was instituted within twelve years of the date of the rejection of the petition to review, were

limitations satisfied? Kader Buksh, appellant, 16th September, 1847.

2215. The zemindar in succession to the original grantor, of a resumed rent-free grant, sued the defendant who had purchased from the grantees, in possession for seventy years, asserting the right to settlement, was the title of the latter complete by prescription? Rajah Teknarayon Singh, appellant, 22nd March, 1855.

2216. Under Section 49, Reg. VIII. 1793, will an action to enhance the rent of an istumarreedar, who has held the lands for upwards of twelve years at a fixed rent lie? Ramchunder Pall Choudry, appellant, 8th May, 1852.

2217. To an action by the auction purchaser at a revenue sale, the defendants pleaded a pottah at the original jummahbundee or settlement of the 24-Pergunnahs, was the plea, of upwards sixty years' possession, any answer to the action? Joynarayon Bhose, 11th July, 1855, Puddomony Debbya, appellant.

2218. Does the law of limitations apply to actions by zemindars to resume rent-free tenures, who are others than auction purchasers at a revenue sale? Gungadhur Banerjea, appellant, 10th September, 1855.

2219. Where fraud was alleged to cure limitations, what was the result? Hunter *v.* Gibbons, November 24th, 1856, Jurist, January 10th, 1857.

2220. Where on a bond, continuous and recurrent breaches took place, each one of which gave a fresh cause of action, will limitations operate as bar? Amott *v.* Holden, 18 Q. B. 593.

2221. Where the defendant is not within the excepted classes specified in Section 26, Act I. 1845, can limitations be pleaded to action to enhance his rents? Degumber Mitter, appellant, 24th January, 1856.

2222. Must there be a bonâ fide possessory award under Act XIII. 1848, so as to create adverse limitations against a party seeking to set aside a settlement? Ramsuhaye Singh, appellant, 29th August, 1856.

2223. What is a khoodkhast ryot? Ramchunder Pall Choudry, appellant, 8th December, 1856.

2224. Per Lord Plunkett, what should be the action of time upon titles? Best's Principles. § 43, p. 42.

CHAPTER XLIX.

2225. Where a latter statute does not expressly repeal an earlier one, will that be repealed? Broome's Legal Maxims, p. 24.

2226. Where the provisions of an earlier law are repugnant to the provisions of a subsequent law, will they be repealed? *Id.*

2227. Are implied repeals favoured by law? *Id.*

2228. When may statutes have concurrent efficacy? *Id.* 25.

2229. Where a statute repealing a prior law, is itself repealed, is the former law restored? 27.

2230. What was the ruling as to the stamp law, with reference to objections raised in appeal, founded upon non-compliance therewith, in respect to Act IX. 1854? Jonardhun Senaputtee, 30th April, 1855, Gurudyal Singh. *Id.*

2231. Are auction purchasers limited by the Pergunnah rates, in their demands upon ryots, not within the excepted classes, under Section 26, Reg. I. 1845? Joynarayon Bhose, appellant, No. 140, 1856.

2232. In the lower appellate Court, the plaintiff's action was nonsuited, a supplemental plaint having been taken contrary to Circular No. 23. 30th June, 1847. What, in special appeal, was the effect of Act XXVI. 1852, upon the Circular in question, at variance with it? Raijan Baboo, appellant, 4th February, 1857.

2233. Where a supplemental stamp in completion of stamp fees has not been filed before completion of pleadings, must the plaintiff be nonsuited? Nawab Nazir Seedee Ali Khan, appellant, 9th February, 1857.*

2234. Where a general enactment was at variance with a prior local enactment, which was not expressly mentioned in it, was the local Act rescinded? Bramston *v.* Mayor of Colchester, 2 Jurist, N. S. 809.

2235. What is the effect of Act IV. 1846, with reference to the earlier statute Section 13, Regulation XLV. 1793, as to liability by a defaulter purchaser for the difference between the price at the resale? Bheemchunder, appellant, 7th November, 1857.

2236. What is the rule as to casus omissus? Broome's Legal Maxims, p. 37, 24, 25.

2237. What is an implied contract? Bla. Comm. 413, Broome's Commentaries, 259.

* Alter nunc, vide recent Acts.

CHAPTER L.

2238. Must laws, like every thing else yield to necessity? Broome's Legal Maxims, p. 181.

2239. Upon what is the excuse of self-defence founded? *Id.* 9.

2240. The husband's estate was under foreclosure—the widow raised the money on a fresh mortgage and redeemed the property. Defaulting to pay to an action, the widow pleaded her own incapacity, during the minority of the adopted son and usury. Was the mortgage valid from necessity? Ranee Kishurmonee, appellant, June 24th, 1823.

2241. Where a sale by widows of ancestral property, in order to raise money, to perform the necessary expences, attendant on adoption, was impeached, was the sale valid upon the ground of necessity? Hurcomar Rae, appellant, 25th Feby. 1850.

2242. A widow raised money by the sale of her husband's estate and paid away two-thirds in liquidation of his liabilities; the disbursement of the remaining one-third could not be traced; to what extent was she liable? Musst. Wujunu, appellant, 11th Feby. 1846.

2243. Will a sale by a widow, for the benefit of her minor son, as for advancement in life, education, &c. be valid? Gooroopershad, appellant, 11th Dec. 1856.

2244. Where disbursements are made by a trustee, under the exigency of necessity, although beyond the expressed authority of the trust, will such be allowed to the trustee in account? Tarshan *v.* Higginson, March 30th, Jurist, 1857.

2245. Where performance becomes impossible by inevitable accident, will that circumstance excuse laches? Broome's Leg. Maxim, p. 171.

2246. The defendants contracted to carry lime—on the voyage the boat leaked—they landed the lime and sold it, remitting the price to the consignor—action for the difference of value in the Calcutta market. Was the plea of accident any answer to the action upon the contract? 24th August, 1854, Kishenram, appellant.

2247. Where the productiveness of the lessee's lands was destroyed by a deposit of sand, no covenant for remission being recited in the condition of his lease, was his plea in abatement of rent any answer to the plaintiff's action? Kaleepershad Roy, appellant, 27th Feby. 1856.

2248. Where goods are destroyed in the hands of a common carrier, by inevitable accident, who bears the loss?

2249. What is the rule where goods are destroyed in the hands of a baillee? Strange's Hindu Contracts.

2250. In cases of robbery by violence of goods in the hands of a baillee, which party will bear the loss? *Id.*

2251. Where goods perished in the hands of a baillee through his negligence, as by simple theft, what party bears the loss? *Id.*

2252. Where the bailor knew the place was insecure, as for instance exposed to fires, and the goods are lost by the premises of the baillee being destroyed by fire, who bears the loss?

2253. Is there any difference in the Hindu law and English law as to liability of the common carrier for loss by robbers? *Id.*

2254. The testator gave a legacy to a party in Australia, provided he returned to England. He set out, the ship was wrecked and he was drowned. How did the act of God operate? was the return a condition precedent, before the claim of his representatives could be supported? Priestly *v.* Holgate, Jurist, May 26th, 1857.

2255. The defendants were common carriers, they contracted to carry the plaintiff's goods, which were laden in the defendants' tow boat attached to their steamer. The tide lifted the boat against its rudder, the boat was injured and leaked and the goods damaged, there was no negligence in the defendants. The accident arose owing to the stoppage caused by a steamer meeting another, in the usual course of navigation. Were the defendants responsible?

2256. A horse was sent by Railway, at the risk of the owner. It arrived at its destination; no one was waiting for it; it was left in a horse box, where it remained exposed to the weather, and was injured. Were the directors responsible? Wise *v.* G. W. R. Comp. 25, L. J. Exch. 258.

2257. A drover in charge of cattle, conveyed them by Railway. One of the rules was, the directors would not be liable for suffocation. They were put not in the usual cattle trucks, but in two vans with sliding panels for ventilation. The drover made no objection and took his own ticket. One of the doors closed, the animals inside died from suffocation. Who was responsible for the loss? Paddington *v.* S. Wales Railway Company, 2 Jurist, N. S. 1210.

2258. A guest at an inn, ostentatiously paraded his money, which was stolen out of an ill-secured box, which he left in the traveller's room. In an action to recover the loss against the innkeeper, how did the negligence of the guest operate? Armisted *v.* White, 15 Jurist, 1010.

3259. The defendant was a carrier. He received goods on board, under covenant against liability for leakage and breakage. The goods were destroyed by leakage arising in the gross negligence of the defendant's servants. Was the defendant liable? Phillips *v.* Clarke, Jurist, April 23rd, 1857.

2260. The plaintiff delivered a van load of goods for transmission by Railway. The receipt in the printed form was given, by which inter alia, the Railway Company was not liable for injury by fire. The van arrived at a station, which was destroyed by fire and the van and property were alike destroyed. What was the result of the owner's action? 1 H. and N. 517, Collens *v.* Bristol and Ex. Railway Company, 517.

CHAPTER LI.

2261. To obtain the assistance of equity, must the agreement be fair and honest, in all its parts; free from misrepresentation or the improper concealment of a material fact? Sidney Smith's Principles Equity, p. 710.

2262. Where the party was aware that the description was false, will he be allowed to take advantage of the misdescription in avoidance of his contract? *Id.* 711.

2263. Where defects are latent, will the warranty bind? *Id.*

2264. Where the defects are latent, not discoverable by ordinary attention, and the vendor concealed them, will a decree for specific performance be made against the purchaser? *Id.*

2265. Where a sale takes place, the notice, stating, that the property will be sold with all its faults, if the vendor conceal them, will specific performance be decreed? *Id.* 711.

2266. Will loose and general expressions of praise, vulgatim puffery, which a purchaser can test, if he chooses, invalidate a sale? *Id.* 712.

2267. Where a vendor makes a false statement of a particular fact, may the purchaser avoid the contract? *Id.* 712.

2268. Need a vendor direct his purchaser's attention to defects apparent in the title-deeds? *Id.* 713.

2269. If a purchaser knows particular circumstances greatly increasing the value of the estate, and remains silent, can his purchase be impeached? *Id.* 713.

2270. If he is aware of a fact, greatly increasing the interest of the vendor, as the lapse of a prior life-tenant, and conceal it in dealing with his vendor, will the sale stand? *Id.*

2271. The owner of an estate has contracted to sell the same, until the purchase money is paid, what is his character in possession of the property? *Id.*

2272. Where the purchase money, in part or in full is not paid, will the vendor's lien upon the estate remain? 714.

2273. Will this lien be prejudiced after a conveyance, setting forth the receipt of consideration and a receipt endorsed, and possession delivered? *Id.*

2274. By the contract of sale, what is the position of the purchaser? *Id.* 715.

2275. How will time operate at law or in equity as in the essence of the contract? *Id.*

2276. May a purchaser for value, without notice, defeat prior equitable interests? *Id.* 716.

2277. How will the case stand, if he have notice? *Id.*

2278. Will a purchaser with notice of a right in another, as a general rule, be bound by the same equities as were binding upon his vendor? *Id.* 717.

2279. Under what circumstances will the purchaser be bound or free, as to seeing to the application of the purchase money? *Id.* 719, 720.

2280. Will a purchaser be liable for interest, after due date of payment? *Id.*

2281. The vendor's title being bad, his vendee was evicted, what was the issue of the purchaser's action to recover his money? Gopal Mundul, 28th Feby. 1855.

2282. The purchaser of an estate found himself liable for a mortgage, what was the issue of the action? Pyaree Lall, appellant, 15th June, 1847.

2283. Is a sale without ownership, under the Hindu law, a nullity?

2284. In a sale by private contract, is there an implied warranty of title?

2285. Will sales by private contract follow precisely the same analogies as a sale in execution of decrees, as to the application of the maxim caveat emptor ?

2286. In an action upon a contract of sale, how far was the vendor's possession in fee, at the time, held to be an elementary matter for consideration ? Nowrutton Bebee, appellant, 5th June, 1847.

2287. A purchaser of an estate which had been lost by diluvion, sued the Government to obtain an equivalent area, out of a resumed estate, formed by alluvion, incremental to another estate, and in the lower appellate Court, a decree passed for the plaintiff, on the hypothesis that there was a warranty of possession, inferrible from a liability to discharge revenue. How was the special appeal disposed of ? Dy. Collr. of Pubnah, appellant, 28th March, 1856.

2288. In a contract written in a foreign language, where one party was ignorant of that language, how was the benefit of an ambiguity given ? 29th June, 1848.

2289. Does the principle caveat emptor apply to contracts under the Hindu law ? P. 123, Macn. Hin. Law.

2290. Under the English law, is there an implied warranty of ownership, so as to sustain an action upon the deceit, where the vendor has no title whatever ? Chitty, Art. Contracts.

2291. Where there is no express warranty, in questions of soundness or quality of the goods, will the maxim caveat emptor apply ? *Id.*

2292. Where an opportunity of testing the truth of a representation is afforded, and that representation is not alluded to in the contract of sale, will an action for intentional deceit lie ? Chitty, Art. Contracts.

2293. On the completion of the contract of sale, in which of the two parties is the ownership of the goods ? Chitty. *Id.*

2294. Where a party in execution of a sale, purchases rights and interests of a judgment-debtor, and they in fact turn out illusory, does the principle caveat emptor apply ? Dost Mahomed Khan, 28th November, 1855.

2295. Will a decree-holder be answerable to the purchaser in execution for his purchase money, where the purchase turns out illusory or less valuable that was supposed ? Ramsuhaye, appellant, 26th January, 1847, N. W. P.

2296. A ryot who had no transferrible interest, sold, without the concurrence of his zemindar who ejected the alienee, what was the result of his action to recover the purchase money? Baboo Prosonoocoomar Tagore, appellant, 11th January 1855.

2297. The extent and value of a thing being unknown to vendor and purchaser, is the contract of sale binding on either party? Basendale *v.* Seale, 1 Jurist, N. S. 581.

2298. Does the maxim scientia utrinque par, apply particularly to transactions, in which professional men are one of the two contracting parties?

2299. What is the general rule as to contracts founded upon fraud, direct misrepresentation, concealment overreaching?

2300. By the Hindu law where the thing sold, is not delivered, will the vendor be liable for the consequent loss to the vendee? Strange's Hindu Law.

2301. Where earnest money was tendered, under the Hindu law, on default of the buyer, will that be forfeited? *Id.*

2302. Where the vendor defaults, under the Hindu law, how will the penalty be regulated with reference to the amount of the earnest money? *Id.*

2303. Where the vendee simply defaults and the vendor sells for a less sum, will the vendee be, under the Hindu law, liable for the difference? *Id.*

2304. Must, under the Hindu law, the goods sold, answer the description? *Id.*

2305. Under the Hindu law, what purchases only are exempt from peril of question? *Id.*

2306. Where a sale is impeached, the purchaser produces his vendee. How is the matter settled between the owner and the purchaser? *Id.*

2307. Where the vendor in a sale in market overt is not produced, how is the matter settled between the real owner and the vendee? *Id.*

2308. Where the sale was not made in market overt. How is the matter settled between the real owner and the vendee? *Id.*

2309. Where a blemish unknown to either vendor and purchaser existed, may the article be returned within reasonable time?

2310. Where a blemish was concealed by the vendor, may the article be returned at any time? *Id.* p. 307.

2311. Will trover lie against an innocent third party, before the conviction of the thief? Lee *v.* Robinson, Jurist, Nov. 22nd, 1856.

2312. In actions to avoid contracts upon the ground of misrepresentation, upon what party is the onus probandi?

2313. What must the party establish in addition to the misrepresentation? Jennings *v.* Broughton, Jurist, 905.

2314. Where an attorney deals with his client, and the transaction is impeached; what must the attorney prove? Holman *v.* Layrns, Jurist, 18, 839.

2315. Is the rule caveat emptor, peculiarly applicable to leases, of uncertain profit, and risk? Ridgway *v.* Smyd, 1 Kay, 627.

2316. Where a contract was made under special circumstances communicated to the other party, in breach, how will the damage be computed?

2317. Where those circumstances were not communicated, how will the case stand?

2318. The mortgagor owners of an indigo factory, after notice barring alienation, sold the equity of redemption to their mortgagees, what was the effect of the notice, by the judgment creditor, in execution of his decree? 12th February, 1856. Suntpertab, appellant.

2319. A purchase in execution turning out illusory, the purchaser recovered judgment in the lower Court. What was the issue of appeal? Gopal Mundul, appellant, 25th Nov. 1856.

2320. What was the ruling in the similar cases, Rajah Pursunath Roy, appellant, 27th November, 1856, and Munnoruth Rae, appellant, 20th March, 1857?

2321. What was the ruling in the case of Lala Behary Lall, 28th February, 1856. Where the plaintiff, a purchaser for value, was subsequently dispossessed, for defect of his vendor's title?

2322. What, per judgment of Mr. Sconce, is the Roman law—the law of Scotland and the code Napoleon, in cases where the vendee is evicted, through defect in the vendor's title? *Id.*

2323. May a private sale be annulled by an assertion of a right to preemption? Elberling.

2324. What are the two objects of a warrantry by a seller to the purchaser? Elberling.

2325. May parties make any condition they like as to warrantry?

Where there is no warrantry by agreement, must the case be governed by the terms of the contract? Elberling.

2326. Upon what party will the expenses of delivery be charged?

2327. Under the Mahomedan law, is a warrantry implied in every case?

2328. Where property has been purchased, unseen, may it be returned if it does not answer to the description?

2329. Where there be discovered a blemish or defect in the property, which may be traced to the time of the vendor's possession, must he refund the purchase money?

2330. In a purchase without warrantry, what are the protectors of the purchaser, Broome, p. 615.

2331. Is silence in the vendor equivalent in term to concealment?

2332. How does the Mahomedan law and Civil law agree as to land, where the vendee is evicted in part or in full? Broome's Leg. Maxims, p. 605.

2333. Can a member of a firm plead, that he was induced by the fraud of others to become a partner, in plea to an action by general creditors? Jurist, October 3rd, 1857.

2334. Can a shareholder of a company set up freedom from responsibility for its debts against general creditors upon the plea of misrepresentations by the company or its directors? Henderson *v.* Royal British Bank, 26 L. J. Q. B. 112, 3 Jurist, N. S. part 1, p. 111.

2335. How would the case stand, as between deceived shareholders and deceiving directors? Could the latter enforce a contract? Brockwell, re, 3 Jurist, N. S. part 1, p. 879.

2336. Where the party guilty of misrepresentations was not an agent of the company, will the party induced to join, be bound to the shareholders?

2337. If so, against what party will his remedy lie? *Id.*

2338. The plaintiff purchased a mocurraree, which was subsequently resumed and settled with the zemindar. He sued to recover his purchase money, from his vendor. What was the issue of his action? Sheikh Soofen, petitioner, May 1st, 1841.

2339. Can a tenant in common, maintain trover against a tenant in common, for the removal of Joint Stock goods? Jones *v.* Brown, 25 L. J. Exch. 345.

2340. To maintain an action for conversion against a third party, must the owner of the stolen property first prosecute the

thief to conviction? Lee *v.* Robinson, Jurist, N. S. 1093, 18 C. B. 599.

2341. A purchaser made a valid objection to the vendor's title, which he refused to remove,—he therefore notified that if the necessary evidence was not furnished in fourteen days, the contract would terminate. Was the purchaser justified? Nott *v.* Ricard, 2 Jurist, N. S. 1038.

2342. Where a vendor accepted a bond for the payment of the consideration of land sold by him, and the lands were subsequently sold to a bonâ fide third party, will the original vendor's lien for the purchase money attach to the lands? Dixon *v.* Gayfere, 21 Beav. 118.

2343. Where a party, primâ facie and presumptively, has a full knowledge of facts, from which rights of property arise or accrue to that person, and is under no disability, ought he to be deemed to be aware of those rights? Per Knight Bruce, L. J.

2344. A mortgagor devisee and executor, under a will, mortgaged some of the lands charged with debts and legacies, and the same solicitor was employed. The mortgagor again mortgaged this portion of the lands and the remainder to another mortgagee, to whom also he sold the first portion of the lands, to pay the legacies charged upon the whole; both mortgagees acting in ignorance of their respective rights. Was the first mortgagee entitled to foreclosure the title deeds, having been left in the hands of the common solicitor? Coliyer *v.* Finch, 3 Jurist, N. S. 25.

2345. As against the mortgagor, was he entitled to throw in the other portion of the estate, the debts and legacies, so as to affect the purchaser, by this equity? *Id.*

2346. Lands were devised to a tenant for life with remainder over, in trust, with power to trustee to sell and give a receipt for the purchase money. The supposed trustee sold, and gave his receipt for the money, which was paid with his consent to the tenant for life, who appropriated it In an action by the remainder men to set aside the sale, what was the issue, the purchaser not being bound to see to the appropriation of the purchase money, and the separate estate of the trustee being sufficient? Hope *v.* Leddell, 21 Beav. 183.

2347. An executrix demanded from a debtor to the estate, payment.

He referred her to a bank, by which his estate had been taken over with all outstanding liens, of which the debts in question was one, and the bank discharged the debt. A subsequent will which had been suppressed by the debtor turned up, by which he had no title at all, could the bank recover as under a mistake of facts? Acken *v.* Short, 25 L. J. Exch. 321.

2348. The plaintiff sued to set aside by conveyance by their ancestor, on the allegation of his lunacy at the time and want of consideration. The defendant was a purchaser for value without notice, actual or constructive, what was the result? Greensdale *v.* Dare, 20 Beav. 284, Jurist 1, N. S. 294.

2349. Will a purchaser for value, who disregards the plain and obvious marks and symbols of fraud, be protected in his purchase? *Id.*

2350. In what case only is the defence of purchase for value available? Barnard *v.* Hunter, 2 Jurist, N. S. 1213.

2351. Can the purchaser of a chose in action be in a better position than his vendor? Braudon *v.* Braudon, 12 Jurist, N. S. 981.

2352. Where a will was inaccurately set out in a conveyance, had the purchaser notice of its contents? Hope *v.* Leddell, 21 Beav. 183.

2353. Where a party, by misrepresentation, draws another into the contract, may he be compelled to make good the representation, or may the contract be avoided at option of the deceived party? Pulsford *v.* Richards, 17 Beav. 87, 17 Jurist, 865.

2354. Where the party making the misrepresentation believed in the truth of his statement, but from his position had means of knowing what were the correct facts, how will the case stand? *Id.*

2355. Where the misrepresentations are by third parties, will such be estopped, from falsifying them? *Id.*

2356. Will such false statement, by a party, not a party to the agreement itself, be any ground for avoiding its obligations? *Id.*

2357. What may a misrepresentation consist of? *Id.*

2358. To avoid a contract, is it essential that the misrepresentation be of the nature as dans locum contractui? *Id.*

2359. May this be presumed from natural inferences? *Id.*

2360. What is the status of parties taking shares in a company and its directors, with reference to its contracts? *Id.*

2361. Will its prospectus operate, as a representation, dans locum contractui? *Id.*

2362. Where the vendor can make only a partial title, as for instance to three-fourths of the interest he sought to pass, may the purchaser take with abatement? Meno *v.* Tophum, 19 Beav. 576.

2363. By the Hindu law, if the goods are destroyed in the hands of their vendor, after due date of delivery, who will bear the loss? Narada Digest Book, 3, Chap. 3. Sect. 27, quoted by Elberling.

2364. Where the goods are destroyed by inevitable accident, in the hands of the vendor after tender of payment, who will bear the loss? Colebrooke, Contracts, Section 163, quoted by Elberling.

2365. Will the right of presumption amongst Hindus be generally recognised or limited as per local custom to particular districts? Elberling.

2366. Will such claims be decided by the Hindu or by the Mahomedan laws? *Id.*

2367. Is the right of pre-emption under the Mahomedan law restricted to realty? Elberling, Sect. 413.

2368. To what persons is it restricted? *Id.*

2369. Will a partner in the estate have a prior right in pre-emption to a neighbour? *Id.*

2370. Where some partners claim in pre-emption and other partners are absent, and claim subsequently, will the claim be admissible? Hedaya, Vol. III. pp. 562 to 567. Princ. Mah. law, p. 192. quot. Elberling.

2371. Where does the right of pre-emption accrue?

2372. Is it the due of the vendor to make his cosharers and neighbours aquainted with his intention to sell? *Id.*

2373. Where the vendor secretly sells, from what date will the right to pre-emption accrue? *Id.*

2374. Where the thing sold perishes from its secret faults, will the vendor be liable to refund the purchase money, under the Mahomedan Law? Elb.

2375. But where the thing perishes by accident without reference to the blemish, how will the case stand ?

2376. When will the right of the purchaser to recover his money, on the ground of blemishes or secret faults, cease ? *Id.*

2377. Will an attempt to remove the defect, as for instance doctoring a diseased horse, defeat his claim ? *Id.*

2378. If he resell the subject matter of his purchase, how will the case stand ?

2379. If such purchaser return the article on the ground of the original blemish or defect, will the right of action revive ?

2380. Where the faulty article has been further deteriorated in the hands of the purchaser, as by cutting up a piece of cloth, how will the damage be settled ? Hedaya, Vol. II. p. 410. Principles Mahomedan Law, p. 45. Elberling.

2381. Where the secret vices were known to the vendor, in addition to the refund of the purchase money, will he be otherwise liable under the Mahomedan Law ?

2382. May such vendor, under the Hindu Law, also be fined ?

2383. Where a party sells to a second purchaser, what he has already sold, how will the fine be regulated under the Hindu Law ? Nareda, Section 30, 31. Elberling.

2384. The plaintiff who had purchased an estate from a Hindu widow, which purchase had been set aside, on the grounds that there was no adequate necessity, sued his vendor to recover the purchase money, a plea of caveat emptor was put in—did the action lie ? 20th February, 1857, Chundermonee, appellant.

2385. Where the misrepresentation in an article is as to quality, will mere puffing suffice to sustain a prosecution on the criminal side, as for obtaining money upon false pretences ? Reg. *v.* John Bryan, May 11th, 1857.

2386. Where Government sells for general debts and not for arrears of revenue, do they guarantee a title ? Douglas *v.* Col. of Benares, 5 Moore's Indian Appeals, 271.

2387. Where a vendor transfers both the possession and the property in the thing sold, the property vests in the transferee. If he retransfers, before disaffirmance by the vendor, will the title of the innocent transferee prevail over that of the vendor ? Kingsford *v.* Murry, 11 Exch. 517.

2388. Where the vendor, to entrap a defendant, being aware that

the pretence was false, parts with his money, will a conviction on a count for obtaining money on false pretences be sustained? Reg. *v.* Mills, 3 Jurist, N. S. part 1, 447.

2389. Where the false pretence was not of quality, but of character, as where it was pretended that a chain was silver, which the defendant knew to be copper gilt, will a conviction for obtaining money under false pretences stand? Reg. *v.* Roebuck, 2 Jurist, N. S. 597.

2390. The prisoner, had contracted to deliver a load of coals at a certain price, which he knew to be only 14 cwt. He charged for 18 cwt. and obtained payment; was he rightly convicted of the offence of obtaining money by false pretences? Reg. *v.* Sherwood, May 4th, Jurist, June 13th, 1857.

2391. Will the mere possession of goods by a fraudulent pawnor under a delivery order, enable his innocent pawnee to resist trover on the part of the real owner? Jurist, January 10, 1857.

2392. Can a pawnee have a better title than his pawner?

2393. Where a vendee had pledged the delivery order of the goods, could the right of stoppage in transitu be exercised? Jenkins *v.* Usborne 7 Mac. and 9, 678, 1844.

2394. What is the power of stoppage in transitu? Chitty, p. 270.

2395. Where the consignee of goods becomes bankrupt, before delivery, will the master be bound, by the consignor's countermand in transitu? *Id.* 270.

2396. What is the difference between a delivery order and a bill of lading in the hands of a transferee? Jurist, January 10th, 1857. Per Tindal, J.

2397. Where a delivery order was pledged for value to a bonâ fide pawnee, did that shut out the unpaid vendor, from his lien upon the goods? McEwan *v.* Smith (2. H. L. C. 309.) 1849.

2398. The defendant represented to the prosecutor, that he had done a stated piece of work, which the prosecutor knew to be false, but to entrap him, paid him—what was the issue of his prosecution for obtaining money under false pretences? Reg. *v.* Nulls, May 2nd, 1857.

2399. Must the immediate motive, acting on the mind of the prosecutor be the false pretence, and not the mere desire to entrap the defendant? *Id.*

2400. Where a vendor fails to make good a title, pursuant to his

contract, without imputation of fraud or misrepresentation will an action for damages lie? Pomsett *v.* Fuller, 17, Com. p. 660. Law Mag. August, 1856, p. 453.

2401. When may an attorney deal with his client as a stranger? Holman *v.* Loynes, January 25th, 1854.

2402. What must invariably be established by an attorney to sustain a purchase by him from his client? *Id.* also Spencer *v.* Topham, 2 Jurist, N. S. 865.

2403. Are the considerations applicable to a gift inter vivos, from a client to an attorney, universally applicable to a testamentary disposition in his favour? Hudson *v.* Wetherale, 18 Jurist, 499.

2404. Will the fact that an attorney prepared the will containing beneficiary dispositions, shut him out from becoming a benefittee under it? *Id.*

2405. Where a solicitor took a mortgage from his client, for his bill of costs, and for six years carried on the business subsequently, without charge for interest, and no advantage was taken of his client, did the transaction stand?

2406. Is it a rule, that where a solicitor deals with his client, that client should have independent professional assistance? Barnard *v.* Hunter, Nov. 25th, 1856, Jurist, Jany. 10th, 1857.

2407. Where persons stand in confidential relations to each other, if the person whose duty it is to protect, deal with his protectee, will the onus be upon him to show that every sort of caution was given to him, and that he had independent means of dealing at arm's length? *Id.*

2408. Where a sale to a solicitor by his client had been set aside, was his mortgagee for value without notice, entitled to priority, against the purchase money, which had been brought into Court? *Id.*

2409. Where the sale of a chose in action has been set aside as against the purchaser, will it necessarily fail as against those claiming under him? *Id.*

CHAPTER LII.

2410. What is the rule as to admission of parole evidence in defeasance of written instruments? Best's Principles, § 221.

2411. Is parole evidence admissible to prove performance of a condition, in an instrument under seal? *Id.*

2412. Can oral evidence be substituted for any instrument in writing? Phillips, Vol. I. p. 435.

2413. Can the recollection of witnesses however honest, be relied upon as to the contents of written instruments? *Id.*

2414. Will parole evidence be excluded as to the contents of an instrument, which has been lost, or is beyond the capacity of the party setting it up to produce? *Id.* 436.

2415. Can oral evidence be substituted for any written conveyance or contract? *Id.*

2416. Will admissions of a party to a suit, dispense with the production of written instruments? Phillips, Chap. 7, Sect. 12.

2417. What is the principal object, in committing contracts of every kind, to writing? *Id.* Ch. 9, p. 436.

2418. Does the rule excluding oral testimony in substitution of the written instrument, equally extend to the substitution of secondary written testimony? 439.

2419. Will a printed copy of a manuscript be admissible, in proof of its contents, without notice to produce the manuscript? *Id.* 440.

2420. Are all printed papers worked off at the same impression, originals? *Id.*

2421. To an action on a bond, the obligor pleaded set off for rents, as per the obligee's lease, of which the bond said nothing, was the plea any answer to the plaintiff's action? Bissember Singh, appellant, 24th January, 1853.

2422. Parol evidence was given to establish a separate agreement to pay usurious interest, at variance with the expressed conditions of the bond—was this admissible? 28th Feby. 1853. Khajah Talib Khan.

2423. Where a person appears on the face of the instrument to be a principal debtor jointly with another, can he set up as against third parties the rights of a surety? Strong *v.* Foster, 17 C. B. 201.

2424. Where a person joins in a promissory note by a debtor, to give him the rights of a surety, what must he establish? *Id.*

2425. Where one of several partners in a bank became insane, was insanity, without a decree, sufficient to dissolve the partnership? Anon, 2 Kay. L. J. 441.

2426. The mortgagor executed a mortgage of a talook, which after a certain term, was to come back discharged. Owing to default for the revenue, it was let away. In an action against the heirs of the mortgagees, for the loss in consequence, what was the issue? Sheodutt Singh, appellant, 28th May, 1845, N. W. P.

2427. Where in an action to evict a mortgagee, on the grounds of the discharge of the mortgage debt from the usufruct, that allegation failed, and the decree authorized the mortgagor to pay off the balance at any time, was the decree affixed in appeal? Bhubootee Singh, appellant, 19th January, 1847.

2428. Where a tenant holds over, or holds under a void lease, what is his position? Thomas *v.* Parker, January 28th, 1857.

2429. The defendant under his lease, was to pay the Government Revenue out of the rent—2dly, to pay off a debt owing to himself—3dly, on payment of the money advanced, and additional advances to the opium cultivators at the expiration of the term, three years, the lessor was to have the estate back. On the grounds of the expiration of the term he sued to evict the defendant—what was the issue? Saunders, appt. 30th June, 1835, N. W. P.

2430. The lessee was to deduct out of the rent, interest upon a debt due to him at 12 per cent. the payer to reenter on repayment of the debt in the month of Cheyt in any one year, was the defendant in ejectment a tenant or a mortgagee in possession subject to the conditions of the mortgage? Muddoo Venealarain, appt. 23d Aug. 1849.

2431. What is the general rule of law as to the discharge of a simple contract before and after breach—Byles, B. of Exch. p. 168.

2432. Demosthenes pleaded at Athens, on behalf of his client, a baillee, unless the whole of the three baillors were present he could not deliver the property, was that doctrine identical with the Hindu law then in force at Benares? Vrihaspati. Strange's Hindu law. Contracts.

2433. To a bond put in suit, a deed of release in defeasance to it was put in—was that an answer to the action? 10th Feby. 1846, Debeasoondree, appt.

2434. The defendants justified the eviction of their lessee on the plea of the death of his surety, was the plea any answer to the action? Bunwaree Lal, appt. July 15th, 1846.

2435. What are escrows? Broome's Commentaries, 276.

2436. What is the reason of the rule, which requires special instruments to discharge specialties? Broome's Leg. Max. p. 681.

2437. How are statutes discontinued according to the law of England? *Id.* 682.

2438. How are obligations by record discharged? *Id.*

2439. Can a subsequent parol agreement, to vary terms or mode of performance of a specialty, be put in plea by way of answer to an action, founded upon an obligation by record? *Id.*

2440. Will impossibility of performance arising in the act of the obligee, be a good answer to his action upon the bond? *Id.*

2441. What is the plea accord and satisfaction by way of defence to an action for breach of contract under seal? *Id.* 684.

2442. Is parol admissible to dissolve simple contracts? *Id.* 685.

CHAPTER LIII.

2443. How far will the presumption of legality regulate the construction of ambiguous instruments? Best's Principles, 414.

2444. Where a deed or other instrument admits of two constructions, one at variance with law and principle, the other in conformity with them, how will the intention of the parties be presumed? *Id.* § 328.

2445. How will priority of deeds of even dates be presumed, with reference to the intention of parties to them? *Id.* 427.

2446. Will in a mere collocation of words, their priority be regarded, if at variance with the manifest intention of parties? *Id.*

2447. No appeal lies from the order of a judge admitting a pauper suit under Reg. V. 1839—will an appeal lie against his orders rejecting it, the law being silent on that head? Choudry Bowanee Dyal Singh, appt. 17th June, 1852.

2448. What is the nature of the plea alien enemy, in avoidance of a contract? Thepeler *v.* Dacant, 14 C. B. 582. Broome's Comment. 615.

2449. Where a declaration is capable of two constructions, one of which will sustain the action, and the other will not, after verdict, which will be preferred? Emmene *v.* Elderton, 18 Jurist, 2151.

2450. A guarantee was in these terms, the payment of all bills drawn by B. and accepted by E.—2dly, any balance due by E. to B.—3dly, all bills now running as well as balance at this day? Future dealings were contemplated by the parties. Did the guarantee extend to subsequent transactions? Broom *v.* Batchelor, 1, H. and N. 255.

2451. The plaintiff accepted a command of an expedition at £50 per mensem and £20 per cent. on the proceeds of goods obtained. He went up the Niger to a given distance and discontinued the enterprise, what was the result of his action for wages? Taylor *v.* Laud, 1, H. and N. 266.

2452. Where the construction of a law, would have rendered foreclosure impossible, if the personal service upon the mortgagor was insisted upon, how was the law construed? Musst. Koorjoy, appellant, 21st June, 1854.

2453. Where a deed of mortgage was silent as to redemption within the term, and loosely worded so as to be construed either way, what construction was preferred? Luljoo, appellant, 11th June, 1830, N. W. P.

2454. How are terms generally construed? *Id.* note.

2455. Where a deed of adoption was impeached for fraud, and if maintained would have destroyed the estate, the powers of adoption extending to sale of the husband's estate, what were the presumptions in the case? Soonder Coer Debya, appellant, 23d June, 1845.

2456. How are legacy duty acts to be construed? Hobson *v.* Neele, 17 Beav. 178.

2457. The plaintiff was usufructuary mortgagee with possession. The estate was sold for arrears of Revenue—which sale was cancelled. He refused to return to possession, and put in suit an action for his money—what was the issue? Musst. Jhanoo Bibee, 14th March, 1850.

2458. Misappropriation is not expressly made a ground of disqualification of the superintendent of endowment lands—was the devastavit sufficient to cancel his election in favour of another party? Ramchoron Dass, appt. 13th May, 1845.

2459. A durputneedar tendered the arrears due by his putneedar under Section 13, Reg. VIII. 1819. What was the construction of the law in that case? 27th August, 1856. Kheter Mohun Chuckerbutty, appellant.

2460. A party was surety for his principal in the sum of Co.'s Rs. 5000. An action was instituted to recover sums beyond that express limit—no words of extension were in the bond. The lower Court gave a limited decree—what was the issue of the appeal? Salt agent of Tumlook, appt. 20th Nov. 1845.

2461. Five undivided brothers entered into an agreement whereby the elder brother was to manage the estate, each being proportionately liable for their shares of certain expenses—subsequently they separated—what was the issue of an action on the part of the managing brother, the lower appellate Court having dismissed the action on the ground of separation? 4th March, 1856. Puddoo Lochun, appellant.

2462. Where a strict enforcement of the rule as to deposit of costs, and at variance with the reasonable custom of the Court, would have deprived the party of his appeal to the privy council, what order was passed? Chunder Monee Debya, appt. 23d Jany. 1857.

2463. What is the first rule of construction? Broome's Commentaries, p. 532.

2464. What is the second? *Id.*

2465. What sort of construction is designated as a malice against justice and the nurse of injustice? *Id.*

2466. What is skin-deep construction? *Id.*

2467. What is the rule of construction in matters of orthography—bad grammar and so forth, and the misuse of the singular for the plural number and vice versâ? *Id.*

2468. Is construction allowable in advancement of the mischief and suppression of the remedy? *Id.*

2469. Is construction of an instrument in part, allowable? *Id.*

2470. When may a construction be certainly rejected as spurious? *Id.*

2471. In construing an act of parliament or other instrument, will the Court look to the state of the law at the time being? or the existing circumstances set forth in the preamble? Att. General *v.* Earl of Powis, 1 Kay. 186.

2472. What effect will the plain meaning of the law have upon the construction of words of doubtful meaning?

2473. Where two statutes are conflicting, which will be the best interpretation?

2474. How will associated terms influence construction?

2475. How may the meaning of ambiguous expressions be best ascertained ?

2476. Where terms are in copulation, how will this influence construction ?

2477. To what will subsequent words of identification be referred ? Of two interpretations, which will be the best ?

2478. Where terms may bear a different construction, which will be the better ?

2479. What does the law always intend ?

2480. Is hypothesis admissible in construction ?

2481. To what do relative words refer ?

2482. Where a charitable gift is ambiguous, may contemporaneous usage be considered in interpretation of the founder's will and intention ? Atty.-Genl. *v.* Rochester, 5, de G. Mac. and G. 797.

2483. What was the effect of precatory words, introduced in a clause, to the testator's will, at variance with the manifest intention of the testator ? Rajah Adjodya Ram, appt., 14th March, 1845.

2484. What is the rule as to adherence to the grammatical and ordinary sense of the words, in construing wills ? Grey *v.* Pearson, Jurist, Sept. 5th, 1857, also Waburton *v.* Loveland, 1. Hud. and Br. Jr. Rep. 635.

2485. Where in a series of decisions, words have obtained a particular meaning, will their use in such sense be ordinarily presumed in construction ? *Id.*

2486. What was the construction as to the meaning of the word "foreign territories" where a party proceeding to England, had been required to give security and appealed against the order ? Campbell, appt., July 29th, 1852.

2487. On what principle was the claim to settlement by the Lord paramount of the Pergunnah, set aside, in favour of the village zemindar ? Sumesur Pandy, appt., 24th Sept. 1845.

2488. The question in issue was the right of a collector, to bring to sale a defaulting sub-tenure in an estate under direct management without a preliminary decree under Reg. VIII. 1838. How was the case decided ? 17th Nov. 1845. Kalli Pershad, appellant.

2489. Act 1. 1845, Section 26, authorizes an auction purchaser, after notice given under Reg. V. 1812, to enhance rents and to

eject, &c. The question arose as to the preliminary necessity of the notice; by the majority of the Court, it was held that notice was not necessary, do the rules of construction support that view?

2490. A defaulting vendee and a defaulting putneedar, were both sued for the money of the balance outstanding, being the difference under recovery, consequent on the former not making good his purchase—was the defaulting putneedar relieved from liability? 29th December, 1856, Joykishen, appt.

2491. Certain co-sharers, entered into an agreement that if any portion of the estate be deteriorated, that co-partner should be reimbursed out of the joint purse—upon this they made a partition. One of the shares was sold for default of revenue. The defaulter sued his late co-parceners for indemnity. Did the action prevail? Gony Pershad, appt. Feby 4th, 1857.

2492. What was the decision as to the extension to Principal Sudder Ameens of the powers vested in the judges to punish contempts of Court? Ilahy Bucksh, Jany. 15th, 1852.

2493. What will pass under the term "ready money." Cooke *v.* Wagster, Jurist, Sept. 30th, 1854, Rep. Morse.

2494. The testator directed his executors to sell real estate, the proceeds to be deemed part of his personal estate, and prior to such sale, the rents to be deemed income of personal estate, which was to go in trust, for payment of legacies. Was the real and personal estate blended, so as to be applicable pari passu, for the payment of debts and legacies? Simmons *v.* Rose, 24 Beav. 37. 2 Jurist, N. S. 73.

2495. In the construction of a deed, is parol evidence admissible to show the intention of the parties to it? Palmer *v.* Newek, 20 Beav. 32.

2496. A legacy after certain limitations was to go to the possessor of the estate—did it go to the tenant for life or in remainder? Mangin *v.* Mangin, 16 Beav. 200.

2497. A testator gave the residue of the estate upon trust to permit his wife to receive the rents, and profits for her own benefit and enable her to bring up, maintain and educate her children—did she take absolutely? Jones *v.* Greatwood, 16 Beav. 527.

2498. A testator bequeathed the residue to his wife, and at her death (failing his own children) to be the property of that

party who should be entitled to administration to her effects, as his personal representative. Was the next of kin at the testator's death, or at the death of the wife, entitled? Cable *v.* Cable, 16 Beav. 507.

2499. What is a bequest to the next of kin, of a person who is dead at the date of the will, analogous to? Phillips *v.* Evans, 15 Jurist, 809.

2500. Will rules for construction of written instruments be equally good tests of conduct? Weatherly *v.* Weatherly, Jurist, March 9th, 1854.

2501. What is the doctrine as to oblivion, by marriage? *Id.*

2502. What is the rule as to construction of general words?

2503. Will "offspring" extend to issue indefinitely? Thompson *v.* Beasely, Jurist.

2504. What is the primary meaning of the word family? Terry in re. Beavor, 19, 580.

2505. Will real estate pass, under the words "all other property?"

2506. Will general words in a release, be limited and restrained by the particular words in the recitals? Boyer *v.* Black, 13, C. B. 652.

2507. In the construction of wills, will the Court look beyond the terms to the surrounding circumstances and the state of the parties? Pasmore *v.* Huggins, 21 Beav. 103.

2508. Where a bequest is to take effect after the failure of a prior gift, will the total failure of the latter intercept the bequest? Tennant *v.* Heathfield, 21 Beav. 255.

2509. Will the Courts transpose, change, or supply words, in construing a will, when the context requires it? Abbotts *v.* Middleton, 21 Beav. 143.

2510. Will stocks pass under a bequest of "money?" Lowe *v.* Thomas, 18 Jurist, 563.

2511. Are farming stock and implements of husbandry things quæ ipso usu consumuntur, so as to confer on the legatee for life an absolute property in them? Groves *v.* Wright, 2 Jurist, N. S. 277.

2512. By conditions of sale, the purchaser of the largest lot was to hold the title deeds. A. purchased the largest lot. B. purchased several lots, the aggregate value exceeding A.'s lot, who had the title deeds? Scott *v.* Jackson, 21 Beav. 110.

2513. Will the word "cousins" in a will, be restricted, in the

absence of any thing to show a contrary meaning to first cousins? Hoddart *v.* Nelson, 2 Jurist N. S. 27.

2514. When will and, be construed or? Day *v.* Day, 18 Jurist, 1013.

2515. Will a gift of "all subsequent dividends" carry the principal? Synde *v.* Clark, 18 Jurist, 323.

2516. Will the word "issue" extend to grandchildren? South *v.* Seacle, 2 Jurist, N. S. 390. Ross *v.* Ross 20 Beav. 645.

2517. A testator gave his property to his wife "under the firm conviction that she will dispose of and manage the same for the benefit of our children." Did she take absolutely or as trustee?

CHAPTER LVI.

2518. Is every Court vested with a power to refuse to hear evidence tendered vexatiously, or for the purpose of delaying justice? § 47, Best's Principles.

2519. To check abuses of this description have the lawgivers of some countries limited the number of witnesses to each particular fact? *Id.* Sect. 48.

2520. What is the tendency of modern legislation as to reducing the number of classes who were formerly incompetent to give evidence?

2521. Are witnesses now incompetent to give evidence by reason of having an interest in the subject matter of the suit? Reg. XIX. 1853. Best, § 133—136.

2522. Will interest be an objection only, with reference to the degree of credit attaching to an interested deponent?

2523. What is the purport of the Circular Order, 11th January, 1839, as to splitting of claims? Machph. pp. 81, 82.

2524. How was that applied in the case of Hurree Keshur, appt., 11th Jany. 1847?

2525. If a party sue for a portion only of his claim, will he be estopped from subsequent action to recover the remainder? Circular Order, 30th Sept. 1847. Macph.

2526. If the suit be for principal or possession, and the plaint is silent as to interest or mesne profits, will a subsequent action by the plaintiff for the latter be estopped? C. O. *Id.*

2527. Several ryots executed a joint cubooleut in common. The lower appellate Court held that the plaintiff's action should

have been separate against each of the ryots, was this dictum correct? Issur Chunder Rae, appt. 11th Augt. 1847.

2528. Where a single document if true would have sufficed, what are the indicia to be gathered from numerous collateral documents, in themselves unnecessary? Meerja Inayut Ali, 22nd April, 1850.

2529. A party declared a devastavit, against a widow tenant for life and obtained a decree. Subsequently to which he instituted eight other actions against the same party, with reference to other talooks—what was the issue? Rada Binode Nusse, appt. 30th July, 1847.

2530. Where an action is dismissed for limitation, is it legal to go into the merits also? Dwarkanath Rae, appt. April 25th, 1850.

2531. The plaintiff sued for registration, to which action it was pleaded that no suit was needed, he having only to go to the collector and register the mutation. Was the decree with costs affirmed? Honuman Pershad, appt. 5th June, 1850.

2532. A Hindu widow alienated under one conveyance six different estates, and the plaintiff instituted six different actions to annul the conveyance. The defendant applied to be allowed to institute a single appeal, what was the issue of his application? Russiklall Dutt, petitioner.

2533. The plaintiff sued to set aside two separate adverse awards under Act XI. 1840, June 3rd, 1835, for lands within his estate, was a single action admissible? Ramrutton Roy, appellant, summary, August 2nd, 1847.

2534. Several decreeholders attached the same property. The owner instituted a single action against the whole of them, was this admissible? Jhomane Bibi, petitioner, January 31st, 1842.

2535. One of co-sharers sued to recover payments made by him on account of the revenue of two different estates, in consequence of the default of his co-sharer, in a single action. The lower Court held, that separate actions were necessary, the lower appellate Court held the contrary; which ruling was correct? Juggutchunder Mookerjea, appellant, Summary, September 4th, 1847.

2536. Where parties employ more than one counsel will they be entitled to costs as of right? 1 Jurist, N. S. 1153.

2537. Can a tradesman's bill for goods delivered continually, be split into different causes of action? Bonsey *v.* Wordsworth, 2 Jurist, N. S. 494.

2538. Where a party might have employed an agent in the spot, were his costs of journey allowed him? Bevan in re, 20 Beav. 146.

2539. Where trustees unnecessarily pay money into Court, will they be allowed their costs? Heining Exp. 2 Jur. 1186. Cazneau in re, 2 Jur. 157. Compton in re, 1 Jur. 1157.

2540. Where an action is preferred to set aside a decree as invalid, can the decree itself be put in plea, as an estoppel to the action? Broome's Legal Maxims, p. 124.

2541. The plaintiff who had acknowledged liability, in an action for rent, in the revenue Court, put in suit an action to set aside the decree passed against him, and obtained a decree, which the lower appellate Court set aside on the grounds of his acknowledgment. What was the issue of the appeal? 6th June, 1853, Khaja Mahomed, appellant.

2542. In execution of a summary decree, the defendant for rent, paid the money and put in suit an action to set aside that decree. The lower Court considered payment in execution an estoppel to the action, what was the issue of the special appeal? Ramsunder Roy, appellant, 30th May, 1853.

2543. The lower appellate Court held that an appeal was barred by the exparte decree against which the appeal was preferred, was the dictum sound? 27th January, 1853, Sadoochoron Sen, appellant.

2544. An exparte award for rent was made in the Collector's Court, which was held to be an estoppel to the plaintiff's action to set it aside, what was the issue in appeal? Sheosunker, appellant, 20th April, 1852.

2545. An action was brought in the Court where a collusive decree had passed against the plaintiff, then defendant, to set it aside for fraud. The lower Courts held that they had no power to reverse the original order, was the decision sound? Gunesh Dutt, 7th September, 1847.

2546. The purchaser of lands sold in default of a surety dispossessed the plaintiff of lands other than those sold, who put in suit an action and obtained a decree, which the lower Court set aside on the grounds that the plaintiff should have sued

to set aside the sale, was this sound? Rada Ballob, appellant, 5th August, 1845.

2547. The plaintiff having failed summarily to arrest a sale in execution of a decree, instituted an action in the civil Court, and obtained a decree, which was annulled by the lower appellate Court, on the grounds of his original failure to sustain his objections, which had been successfully rebutted by the execution creditor's evidence. What was the issue of the special appeal? Damoo Mahtee, appellant, 20th February, 1847.

2548. The plaintiff instituted an action to set aside an award of possession and obtained a decree, which the lower appellate Court set aside, principally with reference to a measurement paper, upon which the award had been made. What was the issue of special appeal upon this point? Debee Das Sen, appellant, 19th August, 1847.

2549. Declaration, that the measurement papers upon which the survey was completed, had, prior to completion, been changed. The lower Courts dismissed the action, on the grounds of the measurement papers. What was the issue of the appeal? Dewan Ramnath Singh, appellant, 30th Dec. 1847.

2550. The lower Court rejected the plaintiff's claim on the grounds that it had already been rejected summarily, was the order affirmed in appeal? Cazee Noorul Huk, appellant, 20th April, 1850.

CHAPTER LV.

2551. What is the first elementary principle of law relative to contracts? Broome's Leg. Maxims, p. 638.

2552. Under a mortgage with power of sale, in execution, the plaintiff purchased and came up for possession in the zillah Courts and obtained a decree. What was the result of the appeal as to the lex loci rei sitæ governing the case? Bowany Choron Mitter, appt. 24th July, 1847.

2553. Several owners of factories entered into a penal bond, not to carry on their factories otherwise than as agreed on by the majority—action for breach—was the bond bad as in restraint of trade? Hilton *v.* Eebersly Law Mag. Feby. 1857, p. 435.

2554. A contract requires two parties to it, can a person in one character deal with himself in another? Collman *v.* Lister, 20 Beav. 356.

2555. Will the law uphold dispositions of property or contracts prejudicial to the public good? Egerton *v.* Earl of Brownlow, 18 Jurist, 91.

2556. Must the rule as to public policy, be something more than a mere vague idea or opinion? *Id.*

2557. Will a covenant by a licensee of a patent limiting him to work within the patent, be voidable, as in restraint of trade? 2 Jurist, N. S. 645.

2558. Will local usage bind contracting parties? Greaves *v.* Legg, 11 Exch. 642.

2559. Where a statute prohibits an act under a penalty, does it thereby prohibit the act and render it illegal? D'Allex *v.* Jones, 2 Jurist N. S. 879.

2560. A trustee in consideration of £75 appointed another party to be trustee in his place, did the money vest for the benefit of the cest que trust? Sugden *v.* Crossland, Law Mag. May, 1857, p. 170.

2561. Is it a principle that trustees shall not derive a profit by means of the trust property? *Id.*

2562. Where a company in insolvent circumstances, induces by false representations, others to join as shareholders in order not to carry on the company, but to involve them as contributories in the payment of the debts of the concern, will they become liable as contributories at the action of the company? Bell's case, 22 Beav. 4, p. 168.

2563. A bonâ fide mortgagee advanced money upon mortgage to a lunatic mortgagor, without notice of his lunacy and without advantage of him. Was he entitled to foreclosure against his personal representative? Campbell *v.* Hooper, Law Mag. May, 1857. P. 164. 3. Sm. and Giff. 153.

2564. Will the mere fact that a settlement is voluntary, render it void as against creditors? Holmer *v.* Penny, 3 Kay and Johns, p. 90. Law Mag. May, 1857, p. 160.

2565. What circumstances must accompany such a settlement to avoid it, as against creditors? *Id.*

2566. Where a settlor makes over his property in trust for the benefit of himself, his wife and children, will that, as regard subse-

quent creditors, be in effect on a plea with a marriage settlement? *Id.*

2567. A party having seduced the annuitant, he executed in her favour in consideration of the release of a debt owing by him, an annuity of £20 in her favour, they lived together for fourteen years and separated. In his will the testator set forth the fictitious nature of the consideration—which was the case—no agreement for future cohabitation was stipulated, and the annuity was gratuitous and executed by the testator's attorney. Had it preference over volunteers under the will, as a premium pudicitiæ? Howel *v.* Price, Jurist, June 2nd, 1855.

2568. What is the rule locus regit actum? Guepratee *v.* Young, De. G. and S. 217.

2569. The execution creditor accepted a less sum payable under expressed covenants. On default, the lower Courts allowed execution for the larger sum. In special appeal was the composition under the expressed covenant a complete substitute in execution for the original decree? Musst. Hyderee Begum, 25th of Feby. 1851.

2570. Where the composition debtor defaults, will the original debt be reopened as a general rule?

2571. A party authorized his solicitor to sell, who entered with the approval of his principal into a contract of sale with another of his clients. His principal afterwards refused to complete, alleging concealment, and that his solicitor was confidential adviser for both parties. What was the issue of an action to enforce specific performance? Hesse *v.* Briant, 2 Jurist, N. S. 922.

2572. The judgment debtor on execution, entered into an adjustment with his creditor, consenting to pay by instalments, failing in which, execution was to revive. On default, was the creditor's application to revive execution successful? Ram Sahaye Singh, appellant, petitioner, February 8th, 1848.

2573. Per J. Strange, what may form the subject of contracts? Strange, p. 269, Ch. XII.

2574. Under the Hindu law, are the disqualifications of minority, lunacy, idiotcy, equally regarded, as in other Codes? *Id.* 271.

2575. Will, under the Hindu law, a lucid interval contract stand? *Id.*

2576. What is the rule of Hindu law as to contracts by persons intoxicated, or incapable by extreme disease? *Id.*

2577. Is decrepit old age treated as upon par with minority in contracts? *Id.*

2578. By the Hindu law, will contracts entered into under the influence of the passions, as fear, anger, lust, grief, be recognised?

2579. Will consent given in jest or error, or extorted by force, or procured by fraud, be recognized? *Id.*

2580. Per Jaganatha, how only will property vest in a donee? *Id.* 273, 274.

2581. Will contracts of a nature to tempt a party to transgress the law, to do what is injurious to the community be ipso facto void? *Id.* 275.

2582. As a rule, can a party stipulate for iniquity?

2583. Is the Hindu law on a par with the English law upon these points?

2584. Where a sum is conditioned as the consideration of giving evidence, can it be recovered?

2585. If it be already paid, can it be recovered? *Id.*

2586. Is there any such doctrine as that an act of a lunatic is to be valid, if it be for his benefit? Elliott *v.* Men, April 18th, 1857.

2587. What is the result of the authorities as to what acts of a lunatic will be held to be valid? *Id.*

2588. In execution, the parties entered into adjustment, under which the creditor accepted a certain interest, and the execution case was struck off the file. Not obtaining possession, the creditor applied for revival of execution and obtained a decree below. Upon what ground was the decree set aside in appeal? Rance Soorjomoney, appellant, summary, February 9th, 1847.

2589. The lower appellate Court found that a bond was a colorable contract in evasion of the usury laws and set aside the decree, what was the ruling in special appeal? Munsore Ali, appellant, 10th February, 1857.

2590. Deeds were deposited originally to secure usurious interest. Subsequently a parol agreement was made for execution of

a mortgage at legal interest Was the equitable mortgage by deposit thereby validated? James *v.* Rice, September 23rd, 1854.

2591. What is the mortmain act? Chitty, pp. 568, 727.

2592. Will Courts of Equity enforce separation deeds? Sanders *v.* Rodway, 16 Beav. 207, 16 Jurist, 1005.

2593. Under what circumstances will parental influence invalidate arrangements, between father and son, Harlopp *v.* Harlopp, Beav. 21, 259.

2594. Is life assurance a contract? Dalby *v.* Ind. and Lond. Life Ass. Company, December 2nd, 1854.

2595. What is the consideration? *Id.*

2596. Are assurances against loss by fire or marine risks, contracts of indemnity? *Id.*

2597. What is the difference between an assurance for life, and fire and marine assurances? *Id.*

2598. In transactions between father and son, where there is no consideration or adequate consideration, what must the father establish, where the transaction is impeached? Savary *v.* Kay, 2 Jurist, N. S. 503.

2599. Will foreign contracts, valid in the country where they are made, be enforced in a country where they are variance with its laws and policy? Hope *v.* Hope, May 23rd, 1857.

2600. What are wagers?

2601 Can an action be sustained upon a bond for the procuring of marriage? Broome's Com. p. 367.

2602. Can a contract not to marry be enforced? *Id.*

2603. Will contracts founded upon compromise of felonies and misdemeanours be recognised? *Id.*

2604. What is the rule as to contracts in restraint of trade, or alienation of land? *Id.*

2605. Will contracts, in preference of particular creditors, be valid? *Id.*

2606. Will any contract, the tendency of which is to produce a public mischief or inconvenience be recognised? *Id.* p. 368.

2607. Under what circumstances will contracts in partial restraint of trade be supported? *Id.* 370, 371.

2608. Will a contract with an immoral tendency sustain an action upon it? *Id.* 375.

2609. What is the difference where a contract has for its object

maintenance of a seductee, and where its object is to stipulate for future cohabitation? *Id.*

2610. What is the distinction between contracts, where the consideration is illegal; and where the contract is actually void, in its effect between the parties or those taking from them with notice, and parties who are bonâ fide holders for value without notice? Applegarth *v.* Colly, 10 M. and W. 732. Jurist, June 23rd, 1855.

2611. Will the Court enforce a contract of which only a part can be specifically performed? J. Smith, p. 225.

2612. Where a party seeks the assistance of the Court, what must he establish as to his conduct as a contracting party? *Id.* 226, 227.

2613. Will subsequent events operate to the prejudice of a contract fairly entered upon, or cure the defects of one, which was bad or unreasonable at its inception? *Id.* 228.

2614. What is part performance, as distinguished from mere introductory acts, in its effect, in cases for specific performance? *Id.* 231, 232.

2615. To justify the interference of a Court of equity, must specific performance be practicable, lawful and useful? *Id.* 242.

2616. Where performance is impossible, will the Court attempt to enforce specific performance? *Id.*

2617. Where the vendor has no title, or subsequently has sold to another party for valuable consideration, will the Court decree specific performance against him? *Id.* 243.

2618. Will hardship be any ground for refusing to decree specific performance? *Id.* 248.

2619. Under what circumstances may a defendant resist specific performance? 256.

CHAPTER LVI.

2620. On what days will acts of judicial officers, if done by them, be illegal?

2621. Where the last day of appeal fell on a Sunday, was the petition of appeal admissible on the following day? Macph. p. 435.

2622. Where the period of appeal expires during public holidays, will the appeal be received on the first Court day next following? Cl. 4, Sec. 2, Reg. VII. 1832. *Id.*

2623. The decision of the Court was dated on a public holiday—did that invalidate the judgments of both the lower appellate Courts? Shevuk Ram, appt. 5th Aug. 1847.

2624. An appeal to reverse a revenue sale, was silent as to the fact that the sale had been held during the mohurrum. An action on that ground was instituted and the sale reversed, what effect had the omission, of this point, in the appeal to commissioner, upon the final judgment? Baboo Jurawin Singh, appt. 18th January, 1847.

2625. Will the issue of official process out of Court hours, exclude the day of issue, from limitations? Nov. 10th, 1856, Abdool Furch, appt.

2626. What is the effect of an arrest upon civil process made on Sunday? Egginston *v.* Lichfield, 1 Jurist, N. S. 908.

2627. Can waiver by the defendant cure the irregularity of an arrest on Sunday? Broome's Leg. Max. p. 18.

2628. Can any process of Court, or attachment or execution, take place on Sunday? *Id.*

2629. May bail take their principal on Sunday? *Id.*

2630. In a case of negligent escape, may the party be retaken on Sunday? *Id.*

2631. Where the six months within which an award under Reg. VI. 1813, expired during the holidays and execution was refused, on application made on the next Court day, what was the issue in appeal? May 10th, 1842, Issur Chunder Pall Chowdry, appellant.

2632. What is the doctrine, nunc pro tunc? Broome's Leg. Max. 86.

2633. The last day of grace in foreclosure was Sunday. Was the tender on Monday in time? Fuzloonissa, appellant, July 15th, 1841. Summary.

2634. Will the judge be at liberty to travel out of the record, instead of confining himself to the allegations and averments and proofs before him? August 12th, 1847, Soobulchunder, appellant.

2635. The original controversy in the lower Court was only as to a pathway, whether it was private or public. In appeal the appellant introduced the question of its being a carriage-way, which was entertained by the lower appellate Court, what was the issue of special appeal? Issurchunder, appellant, 19th August, 1847.

2636. The lower appellate Court set aside the decree of the lower Court, upon points that had no reference whatever to the case as conducted in the lower Court, what was the issue in special appeal? Muttoremohon, appellant, August 28th, 1847, Chytonchoron Sen, appellant, March 20th, 1850.

2637. The specific issue pleaded in answer to an action to assess rent was omitted in the lower Court, what was the result of appeal? Manickchunder, appellant, 27th March, 1850.

2638. To an action in ejectment the lower appellate Court held that the offer of the defendants to engage for the lands bound the plaintiffs, the question in issue being their right to hold as permanent tenants, what was the issue of special appeal? Caleepershad Roy, appellant, 19th April, 1855.

2639. Below a decree passed for plaintiff, who, as purchaser in execution, prayed for possession only. In the lower appellate Court, the decree was set aside, and a refund of the purchase money directed, the sale being annulled, what was the issue of special appeal? Rambuksh Singh, appellant, September 4th, 1847.

2640. The plaintiff sued as heir to his brother and also stated that his brother had given him the property, by parol gift. The decree of the lower Court was set aside, the parol gift being discredited, without advertence to the plaintiff's main allegation of title by inheritance, what was the issue of special appeal? 20th April, 1850, Moheschunder, appellant.

2641. Set-off was pleaded to an action, the case was disposed of without adjudication of this plea, did the judgment stand? 20th April, 1850. Noorallah Chowdry, appellant.

2642. The plaintiff instituted an action on the ground of occupancy, the lower appellate Court reversed the decree on failure to show a proprietary title, did this judgment stand? Munnoo Singh, appellant, 23rd of May, 1850.

2643. The material document upon which the judgment of the lower Court rested, was not noticed in appeal, what was the result of special appeal? Sheikh Adoo, 10th July, 1850.

2644. A local custom, was alleged in replication, by which children borne to parties cohabiting as man and wife, were legitimate, the point was disregarded in the lower Court, did the judgment stand? Mukoond Singh, appellant, 6th June, 1850.

2645. A deed was set aside as fraudulent—in the lower appellate Court

it was admitted on the grounds of registration only—was this sufficient? Bibi Nunnee, 22nd July, 1850.

2646. A bailor of goods, sued his bailee to recover certain articles said to have been placed with him in a box. The lower appellate Court gave him capriciously a decree—did the judgment stand? Puddoo Sonane, appt. 13th July, 1850.

2647. The purchaser of 48 begahs after demarcation, at sheriff's sale, sued for possession, which action was dismissed for failure of identity, the defendants pleading only to title—did the judgment stand? Gobind Das Adicary, 29th Aug. 1850.

2648. The plaintiff sued, on the grounds, that the life of defendant's husband having lapsed before the estate vested, the plaintiff was the heir direct—on which fact, the lower Court found for defendant, but gave a decree for plaintiff, because the defendant had no right to alienate the estate, being only a tenant for life—did the decision stand? 19th June, 1856. Chidam, appt.

2649. The plaintiff sued to obtain a decree, for a specific rent, as per notice under Sec. 9, Reg. V. 1812, the service of which was not proved—the lower Court entered into the question of his right to rent at an amount ascertained by a previous decree and decreed accordingly—what was the issue in appeal? 19th July, 1856, Bhowany Choron Dutt, appt.

2650. The plaintiff claimed a moiety of an estate, acquired in part by inheritance and in part by gift. The defendant pleaded the plaintiff's renunciation, which plea was not sustained; the lower Court gave a decree of one-third, the share by inheritance only, was the judgment affirmed? Ranee Hurjae, appt. Feby. 3rd, 1857.

2651. What are extraordinary remedies? Broome's Comment. p. 244.

2652. In what three modes may wrongs be redressed or prevented? *Id.*

2653. To an action by the owner of a boat, which had been impressed by a subordinate police officer under the orders of the magistrate for the conveyance of troops, those orders were put in plea successfully, was the plaintiff without remedy? Aug. 9th, 1847, Sumboo Choron, appt.

2654. The record, from which an appeal was preferred, was destroyed by fire, how was the case met? 19th Aug. 1847, Bhyrub Sen, appt.

2655 Exception was taken in appeal that several defendants, had been impleaded, who were in effect witnesses to the instrument. To which it was urged, that as their names were entered as defendants they had been made so, but if the case was remanded, they should be struck out, what course was followed? Musst. Fukeeron, appt. 24th Dec. 1850.

2656. Under what law in civil cases will a change of venue be made? Act III. 1837, S. 1.*

2657. Two estates of the same name, the one within the other, (assullee and dakhillee) bearing distinct jummas, were usurped by the purchaser of one of them. In an action to recover the other, owing to defective records, the boundaries could not be identified, how was the case met? Behary Singh, appt. April 30th, 1846.

2658. A party in execution purchased a one-third of a joint dwelling-house belonging to an undivided Hindu family. How was possession given? 25th Aug. 1853, Kesubnath Ghose, appt.

2659. Amongst the plaintiff's witnesses one was the Rajah of Nepal, and another the Rajah of Bettiah, the former independent; the latter privileged. How was the case met? Sahib Pulhad Sen, appt. Feb. 26th, 1844.

2660. What is the rule as to the necessity of precision, in the pleadings?

2661. Where the sixty years' limitation is relied upon under Reg. II. 1805, must it specifically be pleaded? Musst. Unnat ul Zehra, appt. 30th Sept. 1847. Syud Hosene Reza, appt, 12th June, 1847.

2662. What are gifts, in the nature of robbab, or uncertain contingency, under the Mahomedan law? 22nd April,* 1850 p. 146, Meerza Inayut Ali, appt.

2663. Special title declared having failed, in appeal the plaintiff rested his case on general inheritance, was this allowed? 20th May, 1850. Pittember Mookerjea, appt.

2664. When will trusts or bequests be void for uncertainty? Topping *v.* Howard, 4. De. G. and S. 268.

2665. The plaintiff sued to recover in virtue of a conveyance of the entire estate to her husband, joint purchase being proved, a decree to the extent of her husband's interest was given was the order affirmed. Ranee Dasee, 6th May, 1850.

2666. The lower Court ordered the sale of the rights and interest

* Now Sec. 6, Reg. VIII. 1859, also Secs. 12, 13.

of a party, whenever a particular sum in which he would be interested, might be refunded—was this bad for uncertainty? Syud Abdoolla, July 8th, 1844.

2667. What is the object of the proceeding, Section 10, Reg. XXVI. 1814? Konwar Rudranund Singh, appt. 5th March, 1850. Srimutty Mottoo, appt. p. 292, Vol. III. Part 2, Moore's Indian Appeals.

2668. Where a verdict was in its terms too uncertain, was the judgment founded upon it affirmed? Morgan *v.* Money, 2 Macq. H. L. Cas. 342.

2669. Where there is doubt in the powers under which a sale is made, will the purchase be enforced? Cruse *v.* Noel, 2, Jurist, N. S. 536. Bradshaw *v.* Fane, 3 Drew, 534.

2670. What is the purport of Sec. 4, Reg. III. 1793?

2671. Where the boundaries of certain component estates were not given, so as to render any decree unexecutable, what was the issue in appeal? 12th March, 1850, Jysunker Das, appt.

2672. Where specific performance cannot be enforced, will a decree enforcing it be bad? 21st March, 1851.

2673. In an action to recover possession of lands, to which no boundary was assigned, a decree passed for the plaintiff, did the judgment stand? Sheonurayon Tewary, appt. 18th April, 1850.

2674. To sustain an injunction for infringement of patent, what must the affidavit state? Gardner *v.* Broadheart, July 17th, 1856, Jurist.

2675. Where precatory words would otherwise have constituted a trust, where they were uncertain and the trusts resulting from them were too obscure to be executable, did the widow take absolutely? Macnab *v.* Whitbread, 17 Beav. 299.

2676. Where the language of a precatory gift was general and indefinite, would the gift sustain a precatory trust? Palmer *v.* Simmonds, 2 Drew. 221.

2677. Where pleadings are informal and do not raise the question which it is the intention of the parties to raise, is it the duty of the judge to alter them in favour of the intention of the parties? (Sec. 22, 15, and 16, Vict. C. 76, 222) Ritchee *v.* Vangelder, 9 Exch. 762.

2678. A bequest to the Carey St. Infirmary. There was no such institution, but a dispensary, did the dispensary take? King's Coll. Hosp. *v.* Wheeldon, 23 L. J. Chanc. 557.

2679. Where pleas are vague and general, will they stand? Wilson *v.* Braddyl, 9 Exch. 718.

2680. In breach, where damages cannot be specifically stated and appreciated with certainty, will they be recoverable? Hamlin *v.* G. N. R. Comp. 2 Jurist, N. S. 1122.

2681. Where the date of the plaintiff attaining his majority could not be ascertained, so as to defeat limitations pleaded to his action, was the defect fatal to his action? Ramkisto Rae, appt. 14th May, 1857.

2682. Several defendants were impleaded in a single action, in which various acts in wrong of plaintiff's title were declared, occuring at different dates, and without mutuality, what was the result? Petumber Chuckorbutty, appt., 2nd Sept., 1850.

2683. Where a party relied for limitations on the sixty years' rule Cl. 11, Sec. 8, Reg. II. 1805, without any specific and definite act of fraud, was the application admitted? Cumla Soondry Dasee, appt.? 10th Sept. 1850.

2684. In appeal objection was taken to the plaintiff's action for an entire mouzah, that the boundaries of the different components were not laid down, was the objection sustained? Decr. 17th, 1850, Shebchoron Gangooly, appt.

2685. Where conditional limitations were subsequent and in their terms uncertain, did they operate to defeat the share of a devisee under the will of the testator? Cluvenry *v.* Ellison, 3 Drew. 451.

2686. Must a cause of action be distinctly set forth in allegation, on the declaration to sustain an action? Lawson *v.* Bank of London, 18 C. B. 84.

2687. Will mere general statements of dispossession, without specific statements, in proof of prior co-occupancy or ownership be accepted as sufficient? January 9th, 1856. Maharajah Muheshur Singh, appt. 22nd January, 1856. Baboo Nundlall Singh, appt.

2688. The original decree was for 200 biggahs, and in appeal the Court directed that possession should only be given after local enquiry, when the same difficulty, absence of boundaries, again presented itself, so that after six years, the case

was just where it was originally, what was the result? Ooman Dutt, petitioner, March 28th, 1848.

2689. Where the payee was uncertain at the time of making it, was the instrument, a promissory note? Cowie *v.* Stirling, 2 Jurist, N. S. 633.

2690. Can an indefinite part of an article, or a share of joint undivided moveable property, be pawned? Elberling.

2691. Can salary or wages be the subject of mortgage or pledge? *Id.*

2692. If the master consent to the pledge of the servant's wages, what will his position be? *Id.*

2693. Is a supplemental plaint, setting out fresh boundary after issue taken, admissible? Rajah Moodoosoodon, appt. 29th April, 1852.

2694. In an appeal, one respondent was impleaded by name, the rest were included in an etcetera, was that a compliance with Sec. 10, Reg. VI. 1793, and Cir. 211, 1st July, 1842. Hiqmut Unessa, appt. April 24th, 1850.

2695. Where exception of under-valuation is taken to the plaintiff's action, will mere vague and general statements be admitted? Nawab Najir Sedi Khan, appt. 9th Feby. 1857.

2696. Will the Court execute an agreement in general terms, where the law will supply the details? South of Wales Rail. Comp. *v.* Wrythes, 5, De. G. Macq. and G. 880.

2697. Where the details to be supplied are in modes which cannot be adopted by the Court, will the agreement be enforced in equity? *Id.*

2698. The owner of timber sent it to a saw mill. The owner of the saw mill covenanted to insure. The premises were destroyed by fire, the timber was consumed, an action instituted, the owner of the mill became insolvent, was the plaintiff entitled to prove for specific value? Baleman Exparte, 2 Jurist, N. S. 265.

2699. The agreement to take a lease of a house, conditioned that "the drawing rooms should be handsomely furnished according to the present style," was the agreement bad for uncertainty? Taylor *v.* Partington, 7, De. G. Macq. and G. 328.

2700. Will an original agreement be affected by subsequent uncertain variations, so as to prejudice an action for specific performance? Paris Cho. Comp. *v.* Crystal Pal. Comp. 3. Sm. and G. 119.

2701. When is it essential to the validity of the declaration, that the resulting damage should be shown with particularity? Broome's Comment. p. 858.

2702. What is the rule as to remoteness of damage? Must the damage recoverable, be that which immediately or directly follows, or will contingent damages be included? *Id.* 647, 648, Strong on Agents. Broome's Comment. 649, Hadly *v.* Baxendale, 9 Exch. 341.

2703. In claims for interest, per Tindal, J., should parties to contracts expressly stipulate for interest? *Id.* 655.

2704. Will usage of trade, or the course of dealing between the parties, where the contract is silent as to interest, regulate the decision? 654, *Id.* 3 and 4 William IV. Chapt. 42, Sec. 28. Vide also Reg. XXXII. 1839.

2705. By Reg. XXXII. 1839, what cases are within the proviso? Broome's Comment. pp. 653, 654.

CHAPTER LVII.

2706. When may ignorance be pleaded successfully? Broome's Leg. Max. 190.

2707. How is ignorantia facti as contradistinguished from ignorantia juris, illustrated in the civil law? *Id.*

2708. What is the presumption as to legal knowledge? *Id.* 193.

2709. Where money is paid away under a mistake of facts, can it be recovered? *Id.* 194.

2710. Is ignorance of the law available as an excuse on the criminal side? *Id.* 201.

2711. Where parties enter into agreements in ignorance of determinate rights, will they be relieved? Sidney Smith, p. 125.

2712. Where a party bought an estate which was in fact his own by inheritance, was he relieved? Sidney Smith, 132.

2713. A party discharged one of several joint obligors, only intending to release him, were the others discharged? Sidney Smith, 125.

2714. Will the omission of powers of revocation in deeds, on the supposition that they are recoverable at pleasure, be incurable? *Id.*

2715 Into what two kinds are mistakes divided? *Id.* 124.

2716. Where the instrument does not express the intention of parties, will the Court relieve? *Id.* 125.

2717. Where a bonâ fide purchaser for value without notice is concerned, will the Courts relieve in favour of the party labouring under the mistake? *Id.* 128, 129.

2718. How will a mistake in a written instrument be established?

2719. Will equity interfere to reform a bond, joint in its terms, against a mere surety, so as to make it several upon presumption of mistake, without positive proof of express agreement? *Id.* 130.

2720. Where the rights of parties were doubtful, will Courts relieve?

2721. There was no covenant expressed in the settlement, making the sum of £10,000 payable to the daughter at the death of her father, although there was a recital to the effect, that there was to be a covenant drawn up by the father to that effect. Was the settlement reformed? Bold *v.* Hutchman, 1 Jurist, N. S. 365.

2722. A shareholder on the grounds that he had been induced to join a bank, after receipt of several dividends, disaffirmed, was this any answer to an action by a creditor against him? Henderson *v.* Manager, British Bank, 3 Jurist, N. S. part 1, page III.

2723. A sale del credere of corn on voyage was made,—the cargo at the time had been sold,—the purchaser repudiated. Action against the del credere agent to recover the amount. What was the issue? Contineer and others, Jurist, January 10th, 1857.

2724. A party offered the lease of his house to a brewer, stating that it had been offered to others, in rotation, and omitted a stipulation which had been inserted in the offers made to others, was he relieved on the ground of mistake? Wood *v.* Scarth, 2, Kay, and Jay. 33.

2725. The original mortgage deed bore interest at £4, 10, it was lost, interest was paid and received at £4; application to receive at the former rate with arrears. How was the case disposed of? Gregory *v.* Pilkington, 25 and J. Chanc. 737.

2726. The plaint was impeached for under-valuation, eventually, after completion of the pleadings, the plaintiff filed additional stamps, being an increase of two-thirds, which the lower Court admitted on the grounds of unintentional mistake, what was

the issue in appeal? Archbishop Carew, appt. 20th May, 1850.

2727. Can there be any ratification of an invalid transaction, where the party confirming it, has no means of forming an independent judgment? Savery *v.* King, H. 4 Cas 627.

2728. What is the effect of payment by an executor of simple contract debts? Payne *v.* Little, 22, Beav. 69, Law Mag. May, 1857.

2729. Will such payment operate as an admission of assets, where he had no possibility of knowing that there were any outstanding specialty claims against him?

2730. A party in good circumstances transferred stock into his own name and that of his wife and child. Becoming reduced, and requiring the stock for the maintenance of himself, his wife and children, he applied to the Court on the grounds that he was ignorant that the transfer would operate to place the stock beyond his own control, what was the order made? Devoy *v.* Devoy, Jurist.

2731. Will a person under no disability and who has a full knowledge of facts from which rights of property arise or accrue to that person, be presumptively and primâ facie deemed to be aware of those rights? Home *v.* Barton, Jurist, Nov. 8th, 1856, p. 1032.

2732. A testator left away all his property, to the exclusion of his nieces and nephews, to whom a particular estate would come under their grandfather's will, on the death of testator without issue. This was a mistake: the estate was actually the testator's. Did the estate pass to the nephews and nieces under the testator's will? Circuit *v.* Pervy, Nov. 11th, 1856, Jurist.

2733. In grants, as between grantor and grantee, how will terms in themselves doubtful be construed?

2734. Upon what principle is the doctrine of construction, as unfavourable to the party employing the terms, founded? Broome's Legal Maxims, p. 457.

2735. Does the same principle apply equally to contracts as to grants? 459.

2736. Where an instrument was in terms so ambiguous as to be doubtful, whether it was a bill of exchange or a promissory note, was the holder at liberty to elect? *Id.* 460.

2737. Where the pleadings are ambiguous, what is the effect of pleading over? *Id.* 462.

2738. What is the presumption in equity pleadings, where the pleader has left any thing in doubt? *Id.* 463.

2739. A lessor devised all his rights and interests in an estate and subsequently claimed 6000 biggahs of waste lands as exempt from the lease, what was the issue? 22nd Feby. 1853. Nundon Ghose, appt.

2740. A mortgage deed was loosely worded and could be construed either way, so as to admit redemption at any time, what was the construction? 11th June, 1850. N. W. P. Laljoo, appt.

2741. A vendor dispossessed his vendee of six biggahs of land on the ground that he had sold to him only the proprietary title, not that of occupancy, the deed was silent as to that; what was the construction? Achumbit Singh, appt. 19th June, 1855.

2742. A lessee during the last year of his own term, granted a lease to an indigo factory, and his lessors also signed the lease by which the factory was to hold the lands, subject to the payment of a stated rent year by year, was this a lease for a year, or a lease so long as the rent was paid? 21st May, 1852, Sheikh Khalafut Hosene, appt.

2743. The appellant admitted execution of a deed of adjustment, and part payment under it, but alleged that it was void for nonperformance of certain contingent acts, which were not conditioned in the deed of adjustment, was the plea valid? Calee Maye Debbeah, appt. 6th August, 1850.

2744. Disputes were adjusted and the defendant in consideration of holding the better share, agreed to pay an annuity to the plaintiff of 251 Rs. The estate was sold for arrears and defendant ceased to pay the annuity—what was the result of plaintiff's action to enforce it? March 10th, 1855. Srikanth Ghose, appt.

2745. Under the Mahomedan law, where in a contract of sale the terms are dubious, will they be construed for or against the vendor? Elberling.

2746. Parties signed an arbitration award, according to which the boundaries were demarcated by the police—was parole evidence to vary the award, admitted? Baboo Sungur Singh, appt. 28th Jany. 1856.

2747. What are personal actions? Chitty, p. 1010.

2748. When may executors and administrators become plaintiffs? Broome's Comment. p. 132.

2649. What is the general rule as to suits by personal representatives? Broome, 702.

2750. May a personal representative sue for the recovery of all debts due and upon all contracts, whether broken during the lifetime of the deceased or subsequently, when the breach is a cause of injury to the personal estate? Broome, 703.

2751. Can an executor maintain an action with respect to injuries affecting the life or health of the deceased? *Id.* 704.

2752. Must there be a damage of some sort to the personal estate to sustain an action by the personal representative? *Id.* 704.

2753. To what extent are personal representatives liable? *Id.*

2754. Is an action for a debt on simple contract maintainable against an executor? 704. *Id.*

2755. To what class of actions is the maxim actio personalis, more especially applicable? 706.

2756. Can an action be maintained by a personal representative in tort, as an injury committed upon the person,—feelings—reputation—seduction of the daugther, of deceased? *Id.* 708.

2757. Are such actions maintainable now for damages, arising out of loss of life? *Id.*

2758. What actions will lie against personal representatives for wrongs committed to the deceased under 3 and 4 Will. 4, C. 42, S. 2.

2759. A special appeal was admitted on the claim asserted a personal right. The special appellant died. Was the special appeal continued by the personal representative? Maharajah Kishen Kishor, appt. 18th April, 1850.

2760. A collector had done certain illegal acts with reference to a ward's estate, was his successor in office liable? 17th June, 1850. Rajah Aundnath Rae, appt.

2761. The decree of maintenance was silent as to the provision extending to heirs, what was the result of the action by the personal representative, claiming maintenance? Tofa Dibbya, appt. 20th January, 1821.

2762. A tenant for life borrowed money to pay off revenue due

thereon. Was this a personal liability or was the remainder-man liable? Rajah Harenda Roy, appt., 14th March 1853. Amuna Khateru, 1st July, 1856.

2763. The mortgagee of a life grant, on the death of his mortgagor, refused to surrender his possession on the ground that the mortgage debt had not been discharged by the usufruct, what was the issue of the action on ejectment? Janky Rae, appt. 8th June, 1846.

2764. Can an action on grounds personal to the office of the ancestor be maintained against his personal representatives? Sheebsanker Singh, appt., 20th April, 1852.

2765. Can a right of plaint be sold in execution? Motee Soondree Dasee, pet., 21st April, 1852.

2766. A penalty had been incurred by the deceased under the salt laws—was it recoverable against the personal representatives? 16th May, 1843. Supt. Salt Chowkees, appt.

2767. Where a right of action lapsed by limitation during the ancestor's lifetime, can the action be revived by the heir? 4th January, 1857.

CHAPTER LVIII.

2768. Will things incidental and necessary to the enjoyment of a grant, although not expressed, pass by implication? Broome's Legal Maxim, pp. 362, 363.

2769. There was an agreement for a yearly lease, renewable from time to time, as might be agreed upon, was there an implied contract to give possession? Jinks *v.* Edwards, 11 Exch. 775.

2770. Execution failed for limitations. The execution creditor subsequently applied, stating that he had carried on litigation in the district where the property was situated till 1838. Limitations in the original order had been taken from 1835, and that application was dismissed in July 1850. How was the second application treated? Tarachand Banerjea, appt., 17th June, 1852.

2771. An order was made enlarging time for closing of evidence, on the condition that the husband of the witness and his solicitor would make no attempt to discover her abode or molest her. She attended and was then served by a subpœna

in another case. What was the issue of a motion to commit the solicitor? Lawford *v.* Spicer, 2 Jurist, N. S. 564.

2772. A trader in difficulties had in the sheriff's hands five executions against his property. The sheriff in possession conveyed them to the defendant with an understanding that they should remain on the premises, so that the trader might repurchase them, was the assignment good as against creditors? Graham *v.* Furber, 14 C. B. 416.

2773. Champerty was pleaded to the plaintiff's action and admitted, the plaintiffs however stated they were carrying on the suit on their own account, and noted subsequently the substitution of an ordinary bond security in lieu of the original agreement, what was the judgment of the Courts? Ali Abool Furah, 14th September, 1850.

2774. Cir. No. 179, allowed of exhibits being stamped, at variance with Section 3, Reg. X. 1829, was the Circular a valid plea, where the document was impeached under the Regulation? 17th September, 1850. Rajendur Chatterjea, appellant.

2775. Under a colourable contract to deliver a certain amount of gram by which a profit of 800 Rs. would arise out of a loan of 2000 Rs. in eight months to the obligee, what was the issue of his action with reference to the usury laws? 3rd May, 1855, Muddunmohon Singh, appellant.

2776. A lease was made to the gomashtah on beneficial terms, and the principals took a mortgage of the property and an assignment of the rent, in effect actually receiving usurious interest. Before the expiration of the term of either the lease or the mortgage, the plaintiff, lessor and mortgagor sued to re-enter, on the grounds of satisfaction out of the usufruct, was the action allowed? Juggutputty Singh, appellant, 14th July, 1852.

2777. Where any particular contract is illegal by the law of the country of the contracting parties, will the contract, if valid in another country, within which it is executed, be recognised in the country where such a contract is invalid? Jurist, December 12th, 1857.

2778. The plaintiff obtained an injunction against the construction of an embankment in prejudice of the irrigation of his estate, and it was destroyed in execution. The defendant put up another embankment in another place, with precisely the

same prejudice. Application being made to have this removed, the lower Courts refused, what was the issue of special appeal? Roopchund Kupalee, petitioner, February 2nd, 1841.

2779. The petitioner obtained a decree against certain decreeholders, who to prevent their decree being an asset in execution as decreed, were about to compromise with their judgment-debtors. The application to attach was rejected, because the decree had been compromised, what was the issue in appeal? Choudry Doulut Singh, appellant, September 4th, 1848.

2780. Where a testator charges his rent estate for debts, will a power of sale to some one, be implied? Edsforth *v.* Armstead, 2 Kay, and J. 333.

2781. A voluminous notice, setting forth 21000 tickets and receipts for goods, charged in solicitor's accounts £566, was disallowed by the master, as being virtually a fraud upon the rule with which it was in apparent compliance, was the order of the master affirmed? Edwards *v.* G. W. Rail. Comp. 12 C. B. 419.

2782. Where a donee of a power, executed deeds, so as indirectly to benefit a party not an object of the power and which were involved with others, within the powers, were they set aside? Agassiz *v.* Squire, L. J. Chanc. 985.

2783. A landed proprietor made a gratuitous grant of lands to a Railway Company. Did the grant import a grant of the subjacent land necessary for support of the Railway works? Cal. R. Comp. *v.* Belhuver, Jurist, June 27th, 1857.

2784. A grant to a railway of lands reserved minerals, &c. was the right of support implied?

2785. One of co-partners transferred his share of the joint stock debts, &c. to the other—of these, there was a bill of exchange for £120 which the defendant improperly parted with—was there an implied covenant that the defendant should do nothing in derogation of his own deed? Crulton *v.* Atkins, 18 C. B. 249. 2 Jurist, N. S. 812.

2786. An owner of land built houses on it, adjoining each other, in mutual support. Will a presumed grant of a right of support be assumed? Richards *v.* Rose, 9 Exch. 218.

2787. In a mortgage deed, there was a condition of resale, virtually

a stipulation for usurious interest—was the interest forfeited? Mahd. Jan Choudry, appt., 29th April, 1815.

2788. The obligor in a bond bearing legal interest, executed a supplemental bond for future interest as commission—what was the issue of the action? Oudan Singh, appt., 23d Jany., 1823. Luchmun Pooryer, appt., 24th Jany., 1816.

2789. The lender deducted a certain sum from the principal upon which full legal interest was charged, was this bad as a device to evade the usury laws? Somah Mullick, appt., 20th December, 1830. Bissamber Adi, appt., 17th Jany., 1831.

2790. Where a gratuitous conveyance of land without consideration was successfully impeached as a device to defeat the usury laws, what was the issue? 28th Feby., 1834, Porusnath, appellant.

2791. Mortgage by a trader of household furniture, covenant to do nothing to prevent the mortgagee's possession—he filed a declaration of insolvency—was that a breach? Hill *v.* Cowdery, 1 H. and N. 360.

2792. Settlement upon the wife, with remainder to husband, until he should make any composition with creditors. Ten years before his wife's death, his principal creditors accepted a composition—was his interest in remainder forfeited? Sharp *v.* Coperet, 20 Beav. 470.

2793. A tenant for life sold to a railway company, the company to take steps to complete a title, could the company set up in avoidance of contract their vendor's limited title? East-Counties R. Comp. *v.* Hawkes, 24 L. J. Chanc. 601.

2794. A party, under civil process, was arrested on Sunday. After being sent to jail on the following day, another warrant was lodged against him, was the arrest legal? Eggington in re, 18 Jurist, 224.

2795. Will Courts of equity enforce contracts of sale, where the vendor's title was defective in a material matter, so as not to pass by incident rights necessary to the enjoyment of the purchase, as for instance, a right of way to it? Derme *v.* Light, Jurist, 11th July, 1857.

2796. In cases of concealed fraud, from what date will the right of action date for limitations? Sidney Smith, P. of Eq. p. 186.

2797. Where limitations began to run against a debt, during the

debtor's lifetime, why will not the intervening time between his death and the constitution of a personal representative, be deducted from limitations? *Id.* 186.

2798. Is the statute of limitations a bar to an account against a trustee or other fiduciary? *Id.* 187, 192.

2799. Are limitations inoperative during infancy, coverture, unsoundness of mind, imprisonment, absence beyond seas? Broome's Com. p. 205.

2800. The plaintiff was held to be barred by limitations, the period of his minority under guardians, not being abated—what was the issue of special appeal? Rajah of Burdwan, appt., 27th April, 1850. Bolakey Coomaree, appt., 9th July, 1850. Doorga Singh, appt. 23d July, 1855.

2801. Possession at a quit rent for upwards of sixty years, was pleaded against an action instituted by an auction purchaser within twelve years from the date of his purchase, was the plea an answer to his action?

2802. Marriage settlement of 1807 recited transfer of stock to trustees, which was not transferred. They died in 1827 and 1840. The party who ought to have transferred, died insolvent in 1851. His estate paid 5 shillings in the pound. A child of the marriage, who attained his majority in 1839, filed a bill against the representatives of the trustees, was he in time? Story *v.* Gabe, 2 Jurist, N. S. 706.

2803. Before the year 1631, rents of certain lands had been applied for the benefit of the poor of a certain parish, which by an Act in 1731 was divided into two parishes, all property to be applied to the benefit of both, the rector to collect, make leases and so forth. In 1790, he granted a lease in perpetuity at £15. The property greatly increased in value—action by the attorney-general at the relation of the ratepayers, no such class of persons having previously existed, was the attorney-general within time? ' Attorney-Gen. *v.* Mag. Coll. Exch. 18 Jurist, 363.

2804. Are actions for resumption brought within twelve years by an auction purchaser next following date of his purchase within time? Muddoosoodon Lushker, appt., 10th Sept., 1855.

2805. By Reg. XVI. 1793, how is the minority of Hindoo or Mahomedan landholders calculated?

2806. Action for rent sixteen years subsequent to due date, impeach-

ed for limitations—replication, minority, rejoinder, possession by guardian. How was the case disposed of? Gungapershad Nundee, appt., 22d January, 1857.

2807. Replication, to plea of limitations, absence in a foreign country—was the replication on that ground valid? Nelanund Opadhya, appt., 22nd Feby., 1834.

2808. Replication to limitations, absence in a contiguous district; was the replication valid? Basdeb Surmah, appt., 10th June, 1850.

2809. Replication to limitations, minority, was the replication valid? 22nd June, 1807. Imam Burksh Khan, appellant.

2810. The mortgagor set out on a pilgrimage and was never again heard of. Fifty years afterwards his heirs sued to redeem. Plea, limitations; was the plea an answer to the action? Butraj Rae, appt., 17th March, 1812.

2811. Is the law of limitations a law of procedure, having only reference to the lex loci? Rukmaborye *v.* Motechund, 5 Moore's Indian Appeals, 234, 8, E. F. Moo. 4.

2812. Where the cause of action originates in a foreign country, will the local rule as to prescription apply? *Id.*

2813. The term "beyond seas" was held inapplicable, in avoidance of limitations, in replication, on the grounds of residence at Malwa—with reference to 21, Ja. 1, C. 16, J. 7, were the words to be construed literally or were they equivalent simply to extra fines, or beyond the territories? *Id.*

2814. A child of European parents was born at 11.59 P. M. Feby. 16th, 1800, when was he of age? Chitty, p. 337.

2815. Of how many classes is the genus non compos composed? *Id.* 337.

2816. What are bona vacantia? Broome's Legal Max. p. 261.

2817. What is the rule of treasure trove in India? Reg. V. 1817.

2818. What is the limit to which the finder will be entitled to it? Sec. 7. *Id.*

2819. Has the crown any equity to take the benefit of a trust in favour of an alien? Rettson *v.* Stordy, 2 Jurist, N. S. 410.

2820. What preference has the crown, where its rights are concurrent with those of a subject of any personal chattel, in its nature not capable of subdivision?

2821. What is the principle upon which sale proceeds under Act I. 1845, are credited? Section 20, Reg. I. 1845.

2822. In cases of high treason, from what date will the forfeiture take effect; from conviction or from date of overt act?

2823. What is the rule in this respect under Section 3, Act XXV. 1857?

2824. In execution of decrees, has Government any advantage over other execution creditors?

2825. In error, will allegations of a personal nature, reflecting upon the character of judicial officers be admissible?

2826. What is the purport of Act XIII. 1850?

2827. What is the doctrine as to exemption of judges from indictments for acts done or omitted to be done, by judges on the civil side, founded upon? Per Chancellor Kent, Broome, p. 62.

2828. A returning officer to an election of vestry men, rejected the vote of the plaintiff on advice taken, was the returning officer liable? Tozer *v.* Child, Jurist, May 9th, 1857, p. 409.

2829. May an arbitrator listen to evidence behind the back of parties to the submission? Drew *v.* Lebun, 2 Macq. 94, L. Cas. 1.

2830. The debtor was discharged, pending sale for realization of his debt, was this at variance with Section 11, Reg. II. 1806? July 29th, 1844, Syud Kubbere Hosene, appellant.

2831. A judgment-debtor was discharged by the lower Courts, without being sworn to the truth of the petition setting forth no effects. What was the issue of the summary special appeal? Rajah Mohesur Buksh, appellant, September 2nd, 1844.

2832. Under what circumstances, under the Mahomedan law, will a debtor be committed to prison? Mac. Ma. Law. Chap. XI.

2833. What difference does that law make in a case, where the debt is for value, and where it is merely a debt incurred through suretyship? *Id.*

2834. Under the Hindu law where the creditor is of a class equal or superior to his debtor, may an arrangement be entered into to work out the debt? Catyana, 1 Dig. 352. Strange's Hindu Law, p. 309.

2835. Where the debtor is incapable of labour, must time be given? Nareda, 1 Digest, 353. Strange's Hindu Law.

2836. Under the Hindu law, where a fine cannot be paid, is the party liable to slavery until the fine be worked out? Strange's Hindu Law.

2837. Under the regulations, can execution issue simultaneously against both person and property of the judgment-debtor? Syud Meedee Ali, appt., 5th July, 1847.

2838. Under the salt laws, can a party be imprisoned as well as fined? So as to make a fine recoverable after expiration of full period of imprisonment. Sec. 110, Reg. X. 1819. Board of Customs, Pet. August 10th, 1845.

CHAPTER LIX.

2839. Are curious and nice distinctions and exceptions, calculated to overthrow substantial justice, received with favour? Broome's Legal Max. p. 142.

2840. Will a pleading be bad for ambiguity, if it be clear enough according to reasonable intendment and construction? Broome's Leg. Max. 141.

2841. Where a pleading is struck out as prejudicial to a fair trial, or varied or amended, what is the order as to costs? Barnes *v.* Hayward, 1, H. and N. 242.

2842. What is the rule as to technicalities, on the criminal side, as contradistinguished from legal requirements and rules? Broome's Leg. Max. p. 7.

2843. What is the aim and object of special pleading? Broome's Commentaries, pp. 177, 181 to 200. Also Law Stundies by Sam. Warren, pp. 706 to 740. Code Proc. New York, 140 to 148, Chapter 11, Criminal Procedure.

2844. What is duplicity in pleading? *Id.*

2845. What is repugnancy in pleading? *Id.*

2846. What is the rule against inaccuracy and verbosity in pleading? *Id.*

2847. What is "departure" in pleading? *Id.*

2848. Need matters within the knowledge of the Court as offences—presumptions or matters of in necessary implication, be pleaded? *Id.* p. 188.

2849. Is argumentativeness to be avoided? *Id.* 188.

2850. Must certainty be a sine quâ non in pleadings? *Id.*

2851. What are the three essential qualities which should characterise each stage of the controversy? Broome's Com. p. 182.

2852. Is over-particularity a vice in pleading? *Id.* 188.

2853. What pleas must be specially pleaded? *Id.* 198.

2854. What are pleas in confession and avoidance? *Id.* 199.

2855. What is "waiver?" Broome's Leg. Max. 101.

2856. What is the distinction as to the effect of pleading over, in a matter of material substance and one of mere form? *Id.* pp. 101 and 135. E. V.

2857. What is waiver when applied to the proceedings in anaction? *Id.* 102.

2858. Will waiver be implied from conduct? *Id.* 103.

2859. May waiver be made, so as to affect antecedent parties, as in waiver of notice of dishonor? *Id.* 548, 549, 550.

2860. A party, submitting to the jurisdiction of the Supreme Court, was foreclosed, had he any remedy under Reg. XVII. 1806? 19th September, 1821.

2861. A party sued to recover from her father-in-law certain real and personal estate, the Court awarded maintenance at 25 Rs. per mensem, was this bad, as in invitum? Meer Abdool Kurrim, 2nd Aug., 1820.

2862. Where a judgment was unexecutable, the decreeholder in appeal waived that portion of the decree, was this admitted? Caleecoomar Gope, appellant, 31st July, 1854.

2863. Judgment for plaintiff, with possession in defendant subject to payment of rent. Defendant appealed, possession was then awarded to the appellant, who had not appealed, what was the issue of special appeal? Sheikh Sahoo, appellant, 24th April, 1856.

2864. The plaintiff withdrew his action filing his bazeenameh, objections were raised on the grounds that the plaintiff had sold his rights to the objector, who was allowed to carry on the action below, what was the issue of the appeal? Man Bibi, petitioner, December 10th, 1844.

2865. Where a creditor accepted a limited payment from one of his judgment-debtors, what was the ruling of the majority of the Court? 3rd May, 1856, Burutchunder Gosaen.

2866. What is the effect of an agreement by an obligee, with one of several joint obligors, not to sue him, or a release by an obligee to one of several joint obligors? Chitty, p. 380.

2867. What are the analogies as between a discharge or part acceptance from a judgment-debtor, after suit had upon a bond, and a discharge by release on part payment or without payment of a joint obligor, before any action is instituted at all?

2868. After foreclosure, a mortgagor, denied all knowledge of the mortgage or foreclosure proceeding, but subsequently, admitting the mortgage, entered into an agreement with the plaintiff mortgagee, by which the latter gave further time, and the former covenanted in the event of default, that the sale should become absolute, without it being necessary to institute a suit, and the judge confirmed the arrangement. Was the waiver affirmed in appeal? Chundy Churun Mojumdar, 28th June, 1841.

2869. The vendor sold his estate, covenanting that if, in two years, any other party would give a better price, the vendee should sell and give him the beneficial difference. Plea that the property would not vest without foreclosure. In the lower Court, held that it was a mortgage. In lower appellate Court, that sale was absolute, the contingency not having arisen. What was the ruling in special appeal? Rae Ram Bullob, petitioner, 26th December, 1843.

2870. Banker's books certified to have been regularly kept, were put in. The plaintiff examined no witnesses, relying upon defendant's admissions as to correctness of account. The defendant did not deny their accuracy, but pleaded set-off to two items. Was the necessity of strict proof necessary, in face of plaintiff's admissions? Dwarka Das, 6 Moore's Indian appeals, 88.

2871. Can a nullity be waived? Cox *v.* Norton, 25, L. J. Exch. 248.

2872. Default for rent; will subsequnt receipt of rent by the lessor, defeat his right of re-entry?

2873. Is there any distinction in waiver of forfeiture for under-letting and for assignment of lease with reference to the acceptance of rent from the under-lessee or assignee of the lease? Vide Jurist, 3rd October, 1857, and cases referred to.

2874. Will evidence, the exclusion of which is demanded by considerations of public policy be admitted by waiver, or consent of parties? Best's Principles Law of Evidence, § 97.

2875. May a plaintiff as of right have his bill dismissed before the hearing without costs? Lister *v.* Leahur, 4th May, 1857.

2876. The respondent who had not been served with notice, was personally present at the trial of the appeal, in special appeal he set up surprise, what was the issue? Mohunt Adjodya Das, 11th Feby., 1857.

2877. May evidence, taken in the presence of the same parties in a previous suit, and which are filed in the lower Court without objection, be received by admission? Bamon Das Mookerjea, appellant, 25th July, 1857.

2878. Will political documents be producible, without consent of Government? Rajah of Coorg, *v.* E. I. Comp., 2 Jurist, N. S. 407.

2879. With whom does the privilege of not disclosing communications between client and solicitor lie? Gresly *v.* Moresly, 2 Kay and J. 288.

2880. Will a waiver be of any force, as against express statutory injunctions? Broome's Legal Max. pp. 102, 103.

2881. May limitations be waived? *Id.*

2882. May venue be waived? *Id.*

2883. How is waiver defined? *Id.*

2884. Where a party is aware of the irregularity, must he take immediate advantage of such, so as to prevent unnecessary costs and expenses?

2885. To an arbitration reference, Bomb. Reg. VII. 1827, requires that it be made within a certain time, to be stated in the reference. Where this was omitted, was the award cured by the parol consent of the parties to the submission? Nusseerowan Pestonzee, appt. 6 Moo. Ind. App. 134.

2886. Can consent of parties give jurisdiction to a tribunal which is not of itself clothed with jurisdiction to try the case in question? Vansittart *v.* Taylor, 4 El. and Bl. 912.

2887. May mere matters of form be waived? As where a local action has been tried in a wrong county (zilla) and both parties have attorned to the jurisdiction? Trunval *v.* Stranger, 1 Bing. N. C. 68.

2888. Can jurisdiction be ousted by consent? Scott *v.* Avery, 5, H. L. C. 811.

2889. Can consent of parties avail to set aside, alter or modify the settled rules of law?

2890. Can the settled rules of evidence be waived?

2891. Can documents requiring a stamp, be admitted without one, by consent of parties? Torlesmer case, 7, Cas. and p. 495.

2892. Can special statutes for benefit of particular classes, be waived?

2893. A vendor and vendee agreed to annul the contract of sale,

did this defeat the claim of a third party in preemption? Sheodyal Roy, appt., 25th August, 1852.

2894. Where a law, affecting the matter in controversy is superseded, whether will the old law, or the new law be applicable, where it is not expressly made retrospective, in its operation? Broome's Leg. Max. p. 29, vide note, per Ld. Cbinger joint.

2895. Action in ejectment against 48 coparcener proprietors. During the pendency, 13 were bought over by the plaintiff, and admitted his claim. The action was dismissed in appeal. Application for a decree at least against the admitting parties. Was the special appeal successful? 23rd Sept. 1856, Mohesur Buksh Singh, appellant.

2896. Where the principal and his debtor enter into subsequent transactions, without the privity of the surety, will the surety be discharged? Wright *v.* Sanders, Jurist, 6th June, 1857.

2897. Where the principal gave time to his debtor, without knowledge or privity of his surety, did this discharge the latter? Pooly *v.* Harradine, Jurist, 30th May, 1857.

2898. Where a new trial has been refused, is the Court functus officio, so as to bar granting one, on change of mind? 9, N. R. Comp. *v.* Mossop, 2 Jurist, N. S. 21.

2899. Where a counsel has not announced his intention to adduce evidence, and the party who began, sums up his case, will the former be allow to change his mind and adduce evidence? Darby *v.* Ousely, 2 Jurist, N. S. 497.

2900. Will mere forbearance discharge a surety? Strong *v.* Foster, 17, C. B. 201. Rolt *v.* Cozens, 18, C. B. 673.

2901. May a trustee retire capriciously without paying costs? Torshaw *v.* Higginson, 20 Beav. 485.

2902. Where a mortgagee assigns his mortgage, without calling on his mortgagor to redeem, may he add the costs of the transfer to his mortgage security? Radcliffe in re, 2 Jurist, N. S. 387.

2903. The appellant during the trial assented to its submission to arbitrators, which was done, subsequently he withdrew, the case was disposed on the award, appeal on the grounds, that he had withdrawn his assent to arbitration, what was the issue? 18th March, 1845, Kalacant, petitioner.

2904. A party offers to sell an estate in specified terms, before his

offer is accepted, he adds other terms, is he at liberty to do so? Honyan *v* Manyatt, 21, Beav. 14.

2905. The plaintiff filed a rajenamah withdrawing his suit, the defendant filed a corresponding safeenamah. Before any order striking the case off the file was passed, the plaintiff withdrew his rajenamah and applied for a decision on the case, which was refused by the lower Court, what was the ruling of the majority of the Sudder Dewanny Adawlut in appeal? What the opinion of the dissentient judge, and which opinion is most conformable to the maxim nemo mutare consilium potest in injuriam alterius? Syud Mahudee Ali Khan, appt., 22nd May, 1851.

2906. Must an offer to sell be accepted within a reasonable time, so as to bind the vendor? Neynik *v*. Saytees, 1 Jurist, N. S. 737.

2907. If a party making such offer die, become bankrupt, or sell to some other party, before acceptance, will the land be bound? *Id.*

2908. Will matter beyond the issue, be admissible in evidence? Lalu Ruhmon Lall, appt., 30th May, 1856.

2909. What are the three primary rules as to the evidence to be adduced in a case? Best's Princip., § 110, p. 138.

2910. What is the rule as determining upon what party the onus probandi rests? *Id.*

2911. What is a sufficient discharge of that onus? *Id.*

2912. Of secondary evidence, what is the principle of the rule, res inter alios? *Id.* p. 141.

2913. What evidence will be rejected of a secondary character? *Id.*

2914. What evidence is noticed ex officio? *Id.* Sect. 247.

2915. Will the Courts notice the course of nature, seasons, &c.? *Id.*

2916. Will the Courts notice the political constitution, territorial extent of jurisdiction, sovereignty, title of independent powers, jurisdiction of other Courts, custom of the road, the admiralty, seals of Court. Matters of notoriety? *Id.*

2917. How are acts of Parliament, Acts and Regulations, proved? Act II. 1855.

2918. What is the effect of the recital of a fact in an Act? *Id.*

2919. What is the effect of an advertisement in the Government Gazette, as evidence?

2920. May the evidence of a single witness omni exceptione major, suffice? *Id.* Act II. 1855, Sect. 28.

2921. Are dying declarations evidence? Sec. 29. *Id.*

2922. Under what immunities is a witness bound to answer criminating questions? *Id.* Sec. 22.

2923. Is an admission a waiver of proof? Sec. 28. *Id.*

2924. What is the evidential effect of admission against interest, by parties deceased? *Id.* 39.

2925. What is the effect of entries in books regularly kept? *Id.* 40.

2926. When will a receipt be admissible in evidence against third parties? *Id.* 41.

2927. What is the effect of a receipt by an agent as evidence of authorization? *Id.* 42.

2928. Will a letter book regularly kept, be primâ facie evidence of dispatch of letter? Secs. 50, 51. *Id.*

2929. In what cases must customs be proved? Elberling.

2930. Need entries and declarations of deceased parties in discharge of duty or in course of business, be proved? Doe de Ashburnham *v.* Michael. Q. B. 276.

2931. Will the Courts judicially notice the seal of a notarial certificate verifying an affidavit sworn before a magistrate abroad? Cole *v.* Sherand, 11 Exch. 482.

2932. Will extracts from the Parish register be judicially noticed? Porter in re, 2 Jurist, N. S. 349.

2933. The same arbitrator gave two awards, diametrically opposed, was evidence of actual corruption necessary? Sheikh Hadee, appt., 18th Feby., 1845.

2934. What evidence is best, in cases of a professional character?

2935. Where a party, who was not regularly sworn in under Section 17, Reg. IV. 1793, took evidence as ameen, was the proceeding valid? Rada Madob Roy, appt., 3rd August, 1852.

2936. Where the witnesses themselves might have been examined, what copies of their depositions elsewhere recorded admitted as evidence? Goodhin Choudry, appt., 25th May, 1853.

2937. Where evidence was informally taken by an unsworn ameen, and the lower Court reversed the decree based upon it, what was the issue in special appeal? Lallchund Choudry, appt., 1st August, 1853. 29th August, 1853. Sheikh Amanutollah, appellant.

2938. Must consideration be established by the obligee? Bibi Chuskin, appt., 17th November, 1851.

2939. When will the judicial committee entertain in appeal objec-

tions as to the credibility of witnesses? Mirsadee Mahomed appt., 6 Moore's Ind. Appeals.

2940. When will the judicial committee reverse the finding by a Court that sits as a jury of any particular fact? Mullick *v.* Radakishun, 9 Moore. P. C. C. p. 46.

2941. Whether is the judge or the witness, the party to decide whether any particular question is of a criminatory character? Jurist, 23rd January, 1857.

2942. Is a witness attending at a police Court privileged from arrest? Montague *v.* Harmon, C. P. 10th Nov., 1851. Jurist, 23rd January, 1858.

2943. Will questions turning upon banker's books or partnership accounts be disposable by the Court with the assistance of merchants and bankers as assessors? Bhoopnaryon Sahoo, 30th June, 1852. Morris, appt., 26th November, 1821.

2944. In questions as to forging seals, what evidence will be the best? Phillips, Ch. 10, Sec. 4. p. 522.

2945. In bank forgeries, and forgeries of coin, what evidence will be best? *Id.*

2946. What evidence will be best in question of medical jurisprudence, and general science? *Id.*

2947. May judges or juries decide upon facts on their own knowledge? Best's Principle, § 38.

2948. Must there be a connection between the principal and evidentiary facts? *Id.* p. 33.

2949. What are the three tests of the degree of credibility attaching to any particular witness? *Id.* § 21. p. 18.

2950. Will a witness be incompetent by reason of having an interest in the matter in suit?

2951. May a child under seven be sworn as a witness? Best, § 150. p. 201.

2952. With what party is the onus of proof of title in an action to set aside a possessory award under Act IV. 1840? 12th May, 1856. Ramchoron, appt., Calachand Bhose, appt., 21st May, 1856. Rajah Muhender Nurayon Singh, appt., 22nd May, 1856. Ranee Kishur Moonee Debbea, appt., 28th July, 1856.

CHAPTER LX.

2953. Upon what principle is interference with private property supported? Broome's Legal Maxims, pp. 1—8.

2954. Where private property is taken for public purposes, will the owner be entitled to receive a reasonable price by way of compensation? *Id.* 3.

2955. Is it a rule in cases where private property is interfered with, that the private interest is never to be sacrificed to a greater extent than is necessary to secure a public object of adequate importance? *Id.* p. 4.

2956. What are common nuisances? Chitty, p. 1152. New York Code, Civil Procedure, § 908.

2957. If a man sets up a noxious trade remote from houses, and afterwards new houses are built in contiguity to his premises, may he continue his trade, though a nuisance to new-comers? 1152. *Id.*

2958. Do the Land Appropriation Acts of this county, recognize the principle of compensation? Act 1, 1850, Reg. 1. 1824.

2959. Is the principle of compensation recognised in the Nuisance Removal Act, Reg. XXI. 1846.

2960. Where the nuisance is private, is the remedy in abatement of it, by civil action or by indictment? Chitty, p. 1151.

2961. Where a nuisance causes permanent and substantial damage to individuals, will an injunction be refused, on the grounds of public benefit arising generally from it? Broadbent *v.* Mep. Gas Works, Jurist, 21st March, 1857.

2962. Where the actual damage is slight, will an injunction be refused necessarily? Attorney-Genl. *v.* Sheffield Gas Comp., 17 Jurist, 677.

2963. How are special contracts, contradistinguished from simple contracts? Broome's Comment, pp. 274 to 276.

2964. What is delivery of a deed? Smith's Princp. Eq. p. 430.

2965. What are escrows?

2966. Will a deed be operative before delivery?

2967. Does a party take any right, simply as being the highest bidder at a sale, so as to bring an action to maintain its legality, after it has been annulled? Dewan Puddolochon Mojumdar, appt., 19th June, 1856.

2968 Is it a principle, where parties enter into an agreement to be reduced into writing, or if in writing that it shall be signed, before being acted on, will it be binding until reduced to writing or signed? Boyd *v.* Hind, 2 L. J. Exch 246.

2969. Five bonds were endorsed in the handwriting of the testator

as belonging to his house-keeper, to whom the key of the box had been given, there was no other transfer or delivery. Were the bonds assets of the testator's estate, or did they belong to the house-keeper? Turner *v.* Daily, 25 L. J. Chanc. 424.

2970. How is a mortgage or pledge established and completed under the Mahomedan law? Elberling.

2971. What is the general rule as to the risk of an article sold, but not delivered to the purchaser?

2972. How is a donatio mortis causâ evidenced? Story, pp. 606, 607. Smith's Manual Eq. Jurisprudence, Ch. 11, p. 96.

2973. How will goods in a warehouse be delivered, donatione mortis causâ? 1, Sp. 196. 2, Sp. 657.

2974. Will the delivery of the instrument, by which property is created, suffice to vest the property in a mortis causâ donee? *Id.*

2975. How is immoveable property according to the Mahomedan law delivered? Elberling, 392.

2976. How is moveable property according to the Mahomedan law delivered? *Id.*

2977. Where must delivery be made according to the Mahomedan law? *Id.* 393.

2978. Where must property be delivered according to the Mahomedan law? *Id.* 394.

2979. Is it a peremptory rule, which prohibits a judicial officer adjudicating on a case, in which he is an interested party?

2980. To the appointment of a guardian, the competent witnesses are requisite, could the appointee be one of them? Morgan *v.* Halebell, Jurist 17, 1856.

2981. The Lord Chancellor holds shares in a certain company and affirmed the decision of a Vice-Chancellor in appeal. Was the judgment of the Lord Chancellor void? Dunes *v.* Great Junction Canal Comp. 17 Jurist, 73.

2982. The chief engineer was also a shareholder in a railway company, as engineer he was arbitrator and referee in all matters within the scope of that office. Were his awards bad as having an interest? Jurist.

2983. Where the amount of the property decreed, exceeded by a clerical error the amount of the interest claimed and the lower appellate Court on that ground nonsuited the plaintiff,

was that held on special appeal a valid ground for nonsuit? Ramcomar Goh, appt., 28th Feby., 1857.

2984. The six months within which a private award should have been executed, expired during the holidays, the lower Court disallowed execution, what was the issue of appeal? 10th May, 1842. Issur Chunder Pall Choudry, appt.

2985. How is the rule nunc pro tunc applied? Bell *v.* Postlethwaite, 1 Jurist, N. S. 1167.

2986. Who will be guardian, when the father leaves no testamentary guardian to his children, where the mother is of a different religious persuasion? 1 Jurist, 7th March, 1837. 28th Feby., 1857, Alicia Rees, in re.

2987. The children were allowed to live with the wife, from whom the father had separated; he died intestate, leaving the widow and two infants, was she entitled to administration? Brown *v.* Brown, 18 Jurist, 421.

2988. Where jurisdiction is determined by distance, how is distance to be measured? Lake *v.* Butler, 1 Jurist N. S. 499.

2989. What is the rule as to lineals and collaterals?

2990. Between Hindus and Mahomedans, where the one is plaintiff and the other defendant, to what extent will the law of the defendant, govern the case? Act XXI. 1850, Reg. VII. 1832, Sec. 8, Reg. IX.

2991. What is the purport of Sec. 15, Reg. IV. 1793, as to the laws applicable to cases of succession, inheritance, marriage, caste, and all religious usages and observances, where the parties are either Hindus or Mahomedans?

2992. The plaintiff, a Mahomedan, sued the defendant a Hindu upon the Mahomedan law of preemption, to which the defendan- objected, what was the ruling in the case? Shah Nuct ool Ali, appt., 28th May, 1849, N. W. P.

2993. A Mahomedan sold his house to a Hindu. His neighbour, a Hindu, claimed in preemption and obtained a decree. In special appeal, Sec. 9, Reg. VII. 1832, was pleaded in objection, was the law applicable? Jawaher Lall *v.* Rae Kishur Ram, appellant.

2994. How is the jurisdiction of a particular tribunal ascertained, and founded? Broome.

2995. What are pendente lite alienations?

2996. What course is to be followed when a plaintiff has information

of impending alienations to neutralize any decree he might obtain? Reg. XI. 1806.

2997. Are secret assignments, pendente lite, valid? Bellamy *v.* Savine, Jurist, 10th October, 1857.

2998. Can an attorney purchase anything pendente lite, the litigation being under his management? Simpson and others *v.* Lamb, 13th Jan., 1857.

2999. What is the true doctrine of lis pendens? Bellamy *v.* Sabine, Jurist, 10th October, 1857.

3000. Will pendente lite purchasers be bound by the decree affecting the vendor's title? Story, § 406.

3001. Upon what is the doctrine of lis pendens founded? Story, Eq. Jurisprudence? § 405, 407.

3002. A deed of sale pendente lite, impeached successfully for fraud, was the application for allowance for improvements, disallowed as well as the conveyance? Musadee Mahomed, appt. 8, E. F. Moore, 90.

3003. To what extent is resistance to violent entry into a dwelling-house allowable? Broome's Leg. Max. 322.

3004. Is the succession to moveable property of an intestate, regulated by the law of the country where the property is situate or by the law of the place of domicile of the intestate at the time of his death? Sidney Smith, Eq. Princ. 503.

3005. What is domicil of origin? *Id.* 514.

3006. A child takes the domicil of his father. Will the place of its birth be the domicil of origin? *Id.*

3007. If the father changes his domicil, how is the domicil of the children settled?

3008. After the death of the father, if the infants remain under the guardianship of the mother, what will be their domicil according to foreign jurists? *Id.*

3009. Where the child is illegitimate, what will be its domicil? *Id.*

3010. What is the domicil of a married woman? *Id.*

3011. May a person sui juris, abandon his domicil of origin? If so, for purposes of succession can he have more than one domicil? *Id.* 515.

3012. Must there be an actual change of residence, to make an intention to change domicil operative? *Id.*

3013. Will the mere abandonment of the original domicil, without acquiring a new one, be effectual? *Id.*

3014. Must there be not only a change of residence, but an actual residence in the place chosen, as a principal and permanent residence? Will occasional residence suffice?

3015. Will the place of death have any influence in determining domicil, if the deceased only went there for some temporary purpose? *Id.*

3016. Will the native domicil be re-acquired from the moment of abandoning the foreign one? *Id.*

3017. Is a man's domicil affected by banishment, imprisonment or any involuntary act? *Id.* 516.

3018. How long will a domicil once acquired, continue? *Id.*

3019. Where a person has two places of residence in different countries, how is his domicil settled? *Id.*

3020. If he be a married man, will the place where his wife and family reside, determine the question of domicil? Forbes *v.* Forbes, Jurist 29, 1854.

3021. Will service in the East India Company create an Anglo-Indian domicil? *Id.* 517.

3022. How will the case stand with officers in the Queen's service on duty in India?

3023. Is the place where a person resides, primâ facie, presumed to be his domicil? Best's Principles, § 404.

3024. Where a person is unmarried, will his domicil be taken to be in the place where he transacts business, exercises his profession, or assumes and exercises municipal duties or privileges? *Id.*

3025. What is a vagabond?

3026. How does Sir Thos. Smith define a gentleman?

3027. May the sheriff break the house to deliver seisin recovered in ejectment? Broome's Leg. Max. p. 323.

3028. Where possession is not quietly given, may the officer break open doors?

3029. Where the outer door is open, may the sheriff enter and do execution on the body or the goods of the occupant? *Id.* 324

3030. Where the sheriff has once entered, may he break inner doors, if necessary?

3031. Where a sheriff entered peaceably viâ the outer door, and was

subsequently expelled by force, was he justified on returning in forcing the outer door, and making his capture? 327.

3032. With reference to personal property, can a man have two domiciles? Forbes *v.* Forbes, Jurist, 29th July, 1854.

3033. To the acquisition of a new domicil must there be a concurrence of act and intention? *Id.*

3034. Will real estate, unaccompanied by residence, affect the question of domicil? *Id.*

3035. Can a judgment be set off to the prejudice of an attorney's lien, in an earlier case? Vol. III. pp. 613, 614, 615.

3036. Will the doctrine of lis pendens generally apply as between co-defendants? Vol. III. 616.

3037. Upon what presumption is the doctrine of lis pendens founded? Vol. III. p. 617.

3038. How are pendente lite purchasers, without express notice, treated? *Id.*

3039. What is Lord Bacon's 12th ordinance as to purchasers, pendente lite? *Id.* 618.

3040. What is notice and what creates it? *Id.* 619.

3041. Will a general bill create a lis pendens? 619.

3042. Need litigating parties take notice of a pendente lite purchaser? pp. 619, 620.

3043. Notice is of two kinds, actual and constructive, explain both? Vol. III. p. 619.

3044. Is notice arising from lis pendens, a positive rule of law, Vol. III. p. 620.

3045. What is the position of a pendente lite lessee, Vol. III. p. 620.

3046. Will a pendente lite purchaser, take independently of the rights of the plaintiff? Vol. III. p. 62.

3047. What is domicil? Vol. III. 623 to 654.

3048. As to personal estate, can a man have two domiciles? 628.

3049. What domicil do children born in wedlock, acquire? 628.

3050. Can an infant change his domicil? 628.

3051. To effectuate a change of domicil, there must be a concurrence of two things, what are these? 628.

3052. When will the original domicil terminate? 629.

3053. Will possession of real property without residence, create a domicil? 629.

3054. What will create an Anglo-Indian domicil? p. 629.

3055. Where a person has two residences, how may domicil be ascertained? 620.

3056. Define the word domicil? 630.

3057. What is the domicil of a gipsy?

3058. What is meant by domicil of origin? 631.

3059. What is the effect of death in itinere upon a question of domicil? 631.

3060. How does the law of domicil apply to the succession to moveable property? 654.

3061. Does the same law of domicil apply to legitimate and illegitimate children? 654.

3062. Where a foreign domicil is abandoned, what is acquired? 654.

3063. What domicil have parties under summons? 654.